

AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
YAMHILL COUNTY / POLK COUNTY

July 1, 2015 through June 30, 2016

This agreement is made by and between Yamhill County, a political subdivision of the State of Oregon, ("Yamhill") and Polk County, a political subdivision of the State of Oregon, ("Polk"), each acting through its duly elected Board of Commissioners and Juvenile Director.

RECITALS:

A. Yamhill operates a juvenile detention center, which opened in 1997. It is referred to in this agreement as "the detention center." The detention center includes housing space not anticipated to be required by Yamhill in fiscal year 2015-2016 for incarceration of juvenile offenders lawfully in its custody. Polk desires to detain in a humane and secure environment certain male and female juvenile offenders, but lacks sufficient bed space to meet its needs. Polk desires to reserve 4 juvenile offender beds per day in the detention center from 7/1/15 through 12/31/15, and 5 juvenile offender beds per day in the detention center from 1/1/16 through 6/30/16. In order to partially offset its maintenance costs for operation of the detention center while still maintaining adequate space for its own needs, Yamhill is willing to make the desired bed space available to Polk in accordance with this agreement.

B. Yamhill and Polk were parties to an "Agreement for Housing of Inmates and Juvenile Offenders" approved November 8, 1995 by Yamhill (Board Order 95-735) and November 22, 1995 by Polk (Board Order 95-142). Yamhill and Polk were also parties to a series of agreements to continue the 1995 Agreement

C. This agreement is adopted by Yamhill and Polk under authority of ORS 203.010, which allows a county to make all necessary contracts, and ORS 190.010, which allows one county to perform services under contract for another county. NOW, THEREFORE,

AGREEMENT: IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS STATED BELOW, YAMHILL AND POLK AGREE AS FOLLOWS:

1. YAMHILL SHALL PERFORM AS FOLLOWS:

a. Admission Services.

(1) Any child of either sex shall be admitted upon placement by an authorized member of the Polk County Juvenile Department or designee or upon order of any court of competent jurisdiction to require detention of such juvenile, subject to the conditions stated in this Agreement.

(2) GUARANTEED BEDS. There shall be reserved to the exclusive use of Polk on a continuous twenty-four hour a day basis 4 bed spaces within the detention center for juveniles who qualify for placement beginning July 1, 2015, and 5 bed spaces beginning 1/1/16. The cost of bed space is set forth in Section 3, below.

(3) EXTRA BEDS. To the extent additional bed space is available in excess of 4/5 bed spaces as determined by Yamhill in its sole judgment, Yamhill shall offer the additional bed space to Polk, who shall have the right of first refusal on the beds. If Yamhill determines that it requires the bed space for its own use, Polk shall be required to vacate any beds in excess of the 4/5 guaranteed beds. The cost of bed space is set forth in Section 3, below.

(4) Yamhill, acting through its detention center staff, shall have discretion to refuse acceptance of any juvenile placed under this agreement where it reasonably believes such placement does not comply with lawful requirements of detention center regulations, State statutes, or court order, or when it appears that the physical condition of the placed inmate requires immediate medical attention.

b. Supervision Services.

(1) Placed juveniles admitted under this agreement shall receive the quality, level, and manner of care and supervision by Yamhill as furnished to detained juveniles placed from within Yamhill County.

(2) No emergency services shall be required of Yamhill by this agreement; but if Yamhill determines that a need for emergency services of any kind exists, that determination shall control, and Yamhill is hereby authorized to take appropriate action to secure such services. Yamhill shall provide Polk with immediate notice of such services and Polk shall reimburse Yamhill for any expenses connected therewith over and above the base charge established in Section 3 of this agreement.

c. Release Services. Yamhill shall release juveniles placed under this agreement only upon notification by persons authorized by Polk or pursuant to court order, provided however, that Yamhill, upon written notice to the Polk County Juvenile Department may act to require release of any inmate whom it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Polk from the duty to monitor the period that an inmate is detained. Polk agrees to defend and hold Yamhill harmless from any claim of detention in excess of lawful limits brought by or on behalf of any inmate placed as provided above unless said claim arises due to negligent, wrongful or intentional acts of Yamhill.

2. POLK SHALL PERFORM AS FOLLOWS:

a. Written Statement of Custody Basis. Polk shall provide a written statement to Yamhill for each juvenile detailing the basis for custody and the length of sentence applicable. Any

applicable court order or detainer shall be attached to the written statement.

b. Authorization to Act. Polk shall provide Yamhill current identities of persons authorized to act under this agreement on behalf of the Polk County Juvenile Department. Polk shall obtain as required by the Oregon Juvenile Code such designations and permissions as shall permit implementation of this Agreement.

c. Transportation. Polk shall provide all transportation to and from the detention center at no expense to Yamhill.

d. Release Information. Polk shall provide any required written evidence of authorization or other reports necessary to release any inmate placed under this agreement.

e. Emergency Services. Polk shall pay to Yamhill all expenses reasonably incurred by Yamhill to provide emergency medical, dental, or psychological services, including transportation for such services if provided by a third party, on behalf of any inmate placed under this agreement. In no event shall Yamhill bill Polk for more than Yamhill's out-of-pocket expenses incurred in providing emergency services.

f. Extraordinary Care. Upon prior notification by Yamhill, Polk shall reimburse Yamhill for any expenses reasonably incurred in the care and supervision of a placed inmate which would exceed the level of care and supervision customarily furnished to detained inmates, including but not limited to specially tailored clothing or footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.

g. Counseling Services. Polk shall provide all pre-adjudicative and post-adjudicative counseling services for juveniles placed with Yamhill under this Agreement, and shall provide such notification as may be required to any placed juveniles' parents or legal guardians prior to placement with Yamhill.

h. Payment. Polk shall promptly pay Yamhill any amount due as set forth in Section 3.

i. Court Orders. Polk shall furnish promptly to Yamhill in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed juvenile.

j. Removal of Juveniles. Polk shall remove, including transportation, any placed juvenile that Yamhill determines, in its sole discretion, to be a substantial risk to the security or safety of the detention center on 24 hours notice from Yamhill.

3. COST.

a. Base cost for guaranteed beds. From July 1, 2015 through December 31, 2016, the base cost to Polk shall be \$148 per bed per day for 4 beds, for a total daily charge of \$592 and

a total charge of \$107,744.00. From January 1, 2016 through June 30, 2016, the base cost to Polk shall be \$148 per bed per day for 5 beds, for a total daily charge of \$740 and a total charge of \$134,680.00. The base cost shall be paid in monthly installments equivalent to one-twelfth of the annual charge, on or before the 15th of the month services are rendered, with the first installment due within 10 days of Polk's approval of this agreement.

b. Extra beds. From 7/1/15 through 12/31/15, to the extent additional beds beyond the 4 guaranteed beds are desired by Polk and deemed available on a particular day by Yamhill, Polk shall pay \$110 per bed per day for the first bed over the 4 guaranteed beds. From 1/1/16 through 6/30/16, to the extent additional beds beyond the 5 guaranteed beds are desired by Polk and deemed available on a particular day by Yamhill, Polk shall pay \$110 per bed per day for the first bed over the 5 guaranteed beds.

c. Other costs. In addition to the base cost and the cost for beds in excess of three, Polk shall pay upon demand any sums otherwise required by this agreement, including but not limited to the costs of emergency services. Charges for additional services shall be billed monthly and paid by Polk within 30 days of receipt of the bill.

4. **LIABILITY.** It is understood by the parties that any and all employees of facility are employees of Yamhill and are not employees, agents, or representatives of Polk unless acting at the specific instance of or on the instruction of Polk. If Yamhill is sued for wrongful detention of juveniles placed by Polk under this agreement, Polk is responsible and shall pay for any judgment against Yamhill, including all costs, disbursements, and attorneys' fees for said wrongful detention. Yamhill shall be responsible for any liability arising from the operation of facility pursuant to the Oregon Tort Claims Act and shall indemnify Polk for any loss proximately and legally caused by the conduct of Yamhill's officers, agents, or employees.

5. **AMENDMENTS.** This agreement may be modified or amended only by the joint written agreement of the parties. This agreement may be amended if Yamhill contracts with other counties at a reduced rate.

6. **TERM AND TERMINATION.** This agreement shall be effective July 1, 2011 and shall remain in full force and effect through June 30, 2012 unless sooner terminated by the mutual consent of Polk and Yamhill.

7. **ATTORNEY FEES AND COSTS.** In the event an action, suit or proceeding, including appeals there from, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

8. **ENTIRE AGREEMENT.** This Agreement contains the complete agreement of the parties. No oral agreements between the parties shall be valid unless reduced to a written instrument signed by each of the parties.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

POLK COUNTY

Mike O'Connell

Chairman

Date: 6-10-15

YAMHILL COUNTY

Allen Springer

Allen Springer, Chair

Date: 6-18-15

Martin Silbernagel

Martin Silbernagel, Juvenile Director
Polk County

Ted Smietana

Ted Smietana, Juvenile Director
Yamhill County

APPROVED AS TO FORM:

By: Morgan Smith

MORGAN SMITH
Polk County Counsel

APPROVED AS TO FORM:

By: Christian Boenisch

CHRISTIAN BOENISCH
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
6-18-15 by Board Order
15-181