

**JUVENILE DETENTION FACILITIES  
INTERGOVERNMENTAL AGREEMENT**  
(Pursuant to Resolution & Order No. 2018-238)

**THIS AGREEMENT** is made and entered into by and between **LINN COUNTY**, a political subdivision of the State of Oregon, acting by and through its Linn-Benton Juvenile Detention Facility, a department of Linn County Government, (hereinafter referred to as "Linn") and **YAMHILL COUNTY**, a political subdivision of the State of Oregon, acting by and through its Yamhill County Community Justice Department, a department of Yamhill County Government, (hereinafter referred to as "Yamhill").

**PROGRAM ABSTRACT:** Placement of Yamhill Juveniles on an as-needed and space-available basis in the Linn-Benton Juvenile Detention Center.

**CONSIDERATION:** Daily rate of \$150.00 per bed per day

WHEREAS, Yamhill requires the work and services described herein, and Linn agrees to perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Intergovernmental Agreement.** This Agreement shall be effective and services required hereunder shall commence on June 29, 2018 and shall terminate on June 30, 2019, unless otherwise terminated or extended as provided herein.
2. **Consideration.** Yamhill shall pay Linn a daily rate of \$150 per bed per day for the performance of the work and the provision of the deliverables as required under this Agreement. Payment shall be made after submission by Linn of a satisfactory invoice to Yamhill demonstrating work performed by Linn to the satisfaction of Yamhill during the month prior.
3. **Definitions.**
  - a. "Center" means the Linn-Benton Juvenile Detention Center.
  - b. "Center Capacity" means twenty (20) juveniles placed in the Center at any given time.
  - c. "Detention Day" means any 24-hour period of time after the Yamhill Juvenile has been admitted to the Center.
  - d. "Yamhill Juvenile" means a person who as adjudicated as a juvenile, under the age of 18 years of age, and, for the purpose of the Agreement, persons placed at the request of authorized personnel from Yamhill.
4. **Linn Obligations.** Linn agrees to perform the services regarding the placement of Yamhill Juvenile in accordance with the following terms and conditions.
  - a. **Bed Space; Admissions; Conditions.**
    - i. Any Yamhill Juvenile shall be admitted:
      - (1) Upon placement by an authorized member of Yamhill or designee who meets the criteria as set forth in ORS 419C.145; or
      - (2) Upon order of any court of competent jurisdiction to require detention of such Yamhill Juvenile.
      - (3) Yamhill shall notify the Center at least 24 hours prior to any placement of Yamhill Juvenile at the Center.

- ii. Subject to Section 4 (a)(vii), Linn shall allow the use of one (1) bed space as needed and subject to availability, and up to two (2) bed spaces as needed and subject to availability, within the Center, for Yamhill Juveniles based upon the overall population of the Center. In the event there is a demand for bed space by Linn, Linn may require Yamhill to vacate any bed in excess of one (1) bed following a five-hour (5) notice.
  - iii. All Yamhill Juveniles entering into the facility shall have a "Release Plan" in the event that the Center's population reaches Center Capacity.
  - iv. Linn shall have discretion to refuse to accept any Yamhill Juvenile where it reasonably believes such placement does not comply with:
    - (1) Lawful requirements;
    - (2) Center regulations;
    - (3) When a Yamhill Juvenile is under the influence of intoxicants and has not been medically cleared at an area hospital, or the youth has used substances within the last 24 hours and has not been medically cleared to enter into the Center.
    - (4) When it appears that the physical condition of the Yamhill Juvenile requires immediate medical attention.
  - v. In all situations of refusal, Linn shall immediately contact Yamhill by phone regarding its basis for refusal.
  - vi. Linn shall make every effort to serve Yamhill above the two beds, as needed and subject to availability.
- b. Supervision Services.**
- i. Yamhill Juveniles shall receive the quality, level, and manner of care and supervision by Linn as furnished to detained juveniles from within Linn County.
  - ii. Linn shall document youth behavior while at the Center in JJIS format for Yamhill to access.
  - iii. No Linn staff person shall be required to provide those counseling services customarily furnished to Yamhill Juveniles preparatory to any adjudicative or dispositional process.
  - iv. The determination that emergency services need to be called is the sole discretion of Linn. Linn shall provide Yamhill with immediate notice as soon as reasonably practicable after emergency services have been obtained, and Yamhill shall be directly responsible to the services provider for reasonable expenses connected therewith.
  - v. Linn County policy, procedures, and protocol shall be followed for all Yamhill youth placed at the Center.
- c. Release Services.**
- i. Linn shall release Yamhill Juveniles only upon notification by persons authorized by Yamhill pursuant to a court order and only to such person, persons, or agency as such notification or order may direct; provided, however, that Linn, upon written notice to Yamhill County Community Justice Department, may act to require release of any Yamhill Juvenile it reasonably believes has been detained in excess of any statutory period prescribed for such temporary custody, providing Yamhill with a five (5) hour time period to arrange transport for the Yamhill Juvenile(s).
  - ii. No provision contained in this Agreement is intended to relieve Yamhill from the duty to monitor the period that a Yamhill Juvenile is detained in Center under this Agreement, and it shall be the responsibility of Yamhill to defend and hold Linn harmless from any claim of detention in excess of lawful limits brought by or on behalf of any Yamhill Juvenile.
- 5. Yamhill Obligations.** Yamhill agrees to abide by the following terms and conditions regarding the placement of Yamhill Juveniles as provided herein.
- a. Yamhill shall comply with ORS 419A.059.
  - b. Yamhill shall provide transportation for all Yamhill Juveniles to and from the Center at no expense to Linn.

- c. Yamhill shall provide any required written evidence of authorization or other reports necessary to detain or release any Yamhill youth expenses reasonably incurred by Linn providing emergency medical, dental or psychological services, including transportation therefore, on behalf of any Yamhill Juvenile.
  - d. Upon prior written notification by Linn, Yamhill shall be directly responsible for any expenses reasonably incurred in the care and supervision of a Yamhill Juvenile which would exceed the level of care and supervision customarily furnished to detained Linn juveniles, including but not limited to, prescription medication, specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.
  - e. Yamhill shall pay Linn monthly within thirty (30) days of receipt, review and approval of invoice for the total number of bed days occupied by Yamhill Juveniles for the preceding month.
  - f. Yamhill shall provide all pre- and post-adjudicative counseling services for Yamhill Juveniles placed with Linn for detention and such notification as may be required to any Yamhill Juveniles' parents or legal guardians prior to placement with Linn.
  - g. Yamhill shall furnish immediately to Linn, in writing, judicial orders of placement, social history, visitation restrictions and specialized programming which would affect detention care and supervision of a Yamhill Juvenile.
  - h. Upon request by Linn, Yamhill shall reduce the population of Yamhill Juveniles if the Center Capacity is exceeded.
6. **Declaration of the Nature of the Contractual Relationship.** Yamhill and Linn are independent contractors and not employees of or agents of each other. Neither party shall be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other party.
7. **Representations and Warranties.**
- a. **Linn Representations and Warranties.** Linn represents and warrants to Yamhill that:
    - i. Linn is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon. Linn has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
    - ii. The making and performance by Linn of this Agreement (a) have been duly authorized by all necessary action of Linn, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any Linn ordinance or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Linn is party or by which Linn may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Linn of this Agreement, other than those that have already been obtained;
    - iii. This Agreement has been duly executed and delivered by Linn and constitutes a legal, valid and binding obligation of Linn enforceable in accordance with its terms;
    - iv. Linn has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Linn will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
    - v. Linn shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
  - b. **Yamhill Representations and Warranties.** Yamhill represents and warrants to Linn that:
    - i. Yamhill has the power and authority to enter into and perform this Agreement;

- ii. The making and performance by Yamhill of this Agreement (a) have been duly authorized by all necessary action of Yamhill, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Yamhill is party or by which Yamhill may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Yamhill of this Agreement, other than those that have already been obtained; and
  - iii. This Agreement has been duly executed and delivered by Yamhill and constitutes a legal, valid and binding obligation of Yamhill enforceable in accordance with its terms.
  - iv. Yamhill has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Yamhill will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
  - v. Yamhill shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
8. **Amendments.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Linn Code. No amendment shall bind either party unless in writing and signed by both parties.
9. **Insurance.**
- a. **Workers Compensation.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
  - b. **General Liability.** To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
  - c. **Professional Liability.** To the extent applicable, each party shall obtain and at all times keep in effect any professional liability insurance as required by law.
10. **Indemnification.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Contract.
11. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
12. **Confidentiality and Nondisclosure.**
- a. Each party acknowledges that it and any of its officers, directors, employees, and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is considered confidential. For purposes of this Agreement, "Confidential Information" is:
    - i. Information in written or other permanent form and clearly and conspicuously marked as proprietary, using an appropriate legend, at the time the disclosing party discloses it to the receiving party; and/or

- ii. Information originally disclosed by the disclosing party to the receiving party in some other form (e.g., orally or visually), if the disclosing party: (i) identifies the information as proprietary at the time of original disclosure; (ii) summarizes the Confidential Information in writing; (iii) marks the writing clearly and conspicuously with an appropriate proprietary legend; and (iv) delivers the writing to the receiving party within thirty (30) days following the original disclosure.
- b. The receiving party shall hold all Confidential Information of the disclosing party in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, unless otherwise allowed by law; shall not use Confidential Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise its officers, directors, employees and agents that receive or have access to the Confidential Information of their obligations to keep Confidential Information confidential. Upon request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information received, except that the receiving party may retain one archival copy of the Confidential Information.

### 13. Termination.

- a. **For Convenience.** Either party may terminate this Agreement without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (30) days before the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
  - b. **For Cause.** It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
    - i. A party breaches any of the provisions of this Agreement;
    - ii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
    - iii. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Agreement are thereafter prohibited.
  - c. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.
14. **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
15. **Records Maintenance; Access.** Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance hereunder. Parties acknowledge and agrees that Linn, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

16. **Assignment; Delegation; Successors.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
19. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between Linn (and/or any other agency or department of Linn Linn) and Yamhill that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Linn Linn for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party hereby consents to the in personam jurisdiction of said courts. Each party shall at all times be responsible for the party's attorney fees, costs, and disbursements in regards to the claim, including any appeals.
20. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

**a. Linn Contact Information**

Torri Lynn  
Linn Linn Juvenile Director  
P.O. Box 100  
Albany, OR 97321  
(541) 967-3853  
[tlynn@co.linn.or.us](mailto:tlynn@co.linn.or.us)

**b. Yamhill Contact Information**

Jessica Beach  
Yamhill Community Justice Department Director  
535 E. 5th St.  
McMinnville, Oregon 97128  
(503) 474-4942  
[beachj@co.yamhill.or.us](mailto:beachj@co.yamhill.or.us)

21. **Survival.** All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this Agreement.

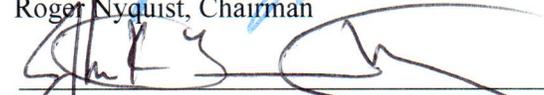
**YAMHILL COUNTY BOARD OF COMMISSIONERS**

**LINN COUNTY BOARD OF COMMISSIONERS**

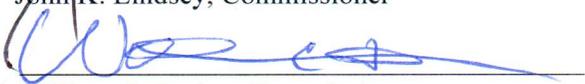
  
\_\_\_\_\_  
Mary Starett, Chairman

  
\_\_\_\_\_  
Roger Nyquist, Chairman

  
\_\_\_\_\_  
Richard L. Olson, Vice Chair  
**Unavailable for signature**

  
\_\_\_\_\_  
John K. Lindsey, Commissioner

\_\_\_\_\_  
Stan Primozych, Commissioner

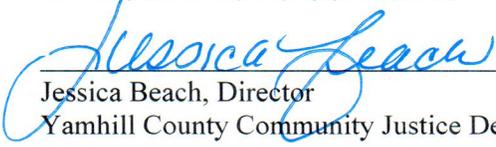
  
\_\_\_\_\_  
William C. Tucker, Commissioner

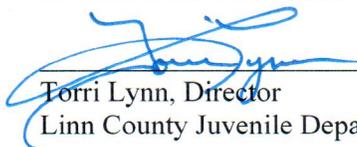
11-8-18  
\_\_\_\_\_  
Date

10-23-2018  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

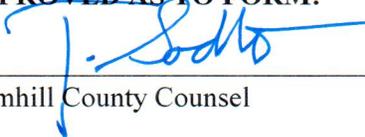
**APPROVED AS TO CONTENT:**

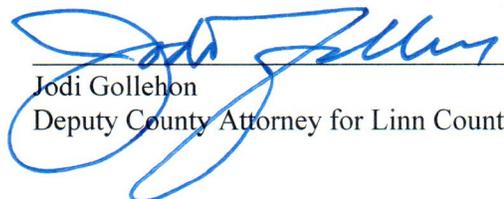
  
\_\_\_\_\_  
Jessica Beach, Director  
Yamhill County Community Justice Department

  
\_\_\_\_\_  
Torri Lynn, Director  
Linn County Juvenile Department

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Yamhill County Counsel

  
\_\_\_\_\_  
Jodi Gollehon  
Deputy County Attorney for Linn County

Accepted by Yamhill County  
Board of Commissioners on  
11/8/18 by Board Order  
# 18-402