

AGREEMENT FOR HOUSING OF JUVENILE OFFENDERS
YAMHILL COUNTY / TILLAMOOK COUNTY

July 1, 2019 through June 30, 2020

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

RECITALS:

A. Yamhill operates a juvenile detention center, which opened in 1996. It is referred to in this agreement as "the detention center." The detention center includes housing space that may not be required by Yamhill from July 1, 2019- June 30, 2020 for incarceration of juvenile offenders lawfully in its custody. Tillamook desires to detain in a humane and secure environment certain male and female juvenile offenders, but lacks sufficient bed space to meet its needs. Tillamook desires to enter into a "space available" contract with Yamhill County to house juvenile offenders in the detention center. 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 bed space available to Tillamook in accordance with this agreement.

B. This agreement is adopted by Yamhill and Tillamook 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 TILLAMOOK 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 Tillamook 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) EXTRA BEDS ("Space Available") To the extent additional bed space is available Yamhill, in its sole discretion and judgment and based on its own projected bed needs shall determine whether or not to offer any such additional bed space to Tillamook. If Yamhill determines that it requires the bed space for its own use or that of the contract for guaranteed beds with Polk County, Yamhill, without any liability to Tillamook under this agreement, may decide not to offer any such additional bed space to Tillamook or Tillamook shall be required to vacate any beds utilized. The cost of bed space is set forth in Section 3, below.

(3) Yamhill, acting through its staff at the detention center, 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 Tillamook with immediate notice of such services and Tillamook 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 Tillamook or pursuant to court order, provided however, that Yamhill, upon written notice to the Tillamook 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 Tillamook from the duty to monitor the period that an inmate is detained. Tillamook 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. TILLAMOOK SHALL PERFORM AS FOLLOWS:

a. Written Statement of Custody Basis. Tillamook 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. Tillamook shall provide Yamhill current identities of persons authorized to act under this agreement on behalf of the Tillamook County Juvenile Department. Tillamook shall obtain as required by the Oregon Juvenile Code such designations and permissions as shall permit implementation of this Agreement.

c. Transportation. Tillamook shall provide all transportation to and from the detention center or to and from other facilities as may be necessary pursuant to this agreement (i.e. hospital, medical clinic, etc.), at no expense to Yamhill.

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

e. Emergency Services. Tillamook 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 Tillamook for more than Yamhill's out-of-pocket expenses incurred in providing emergency services.

f. Extraordinary Care. Upon prior notification by Yamhill, Tillamook 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. Tillamook 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. Tillamook shall promptly pay Yamhill any amount due as set forth in Section 3.

i. Court Orders. Tillamook 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. Tillamook shall remove, including transportation, any placed juvenile that Yamhill determines, in its sole discretion, need to be removed pursuant to this agreement or 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 Extra "Space Available" beds. From July 1, 2019 through June 30, 2020, the base cost to Tillamook shall be \$158 per bed per day.

b. Other costs. In addition to the cost for such "space available" beds, Tillamook 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 Tillamook within 30 days of receipt of the bill.

4. LIABILITY. It is understood by the parties that any and all employees of the detention center are employees of Yamhill and are not employees, agents, or representatives of Tillamook unless acting at the specific instance of or on the instruction of Tillamook. If Yamhill is sued for wrongful detention of juveniles placed by Tillamook under this agreement, Tillamook 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 the detention center pursuant to the Oregon Tort Claims Act and shall indemnify Tillamook 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 RENEWAL. The initial term of this Agreement is from July 1, 2019 through June 30, 2020. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated in accordance with Section 7 below. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this Agreement.

7. TERMINATION.

A. Either party may terminate the agreement on thirty days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

B. In addition, (i) in the event Yamhill no longer receives funds adequate to enable it to continue this agreement, (ii) if Tillamook engages in any act that would subject either Yamhill or Tillamook to criminal liability, (iii) upon the insolvency or dissolution of Yamhill or Tillamook, or (iv) if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Yamhill no longer has the authority to meet its obligations under this agreement, then Yamhill will provide written notice of termination of this agreement to Tillamook. Upon issuance of notice, this agreement is immediately terminated. However, any obligations existing at the time of termination will survive termination.

8. 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.

9. 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.

(Signature page follows)

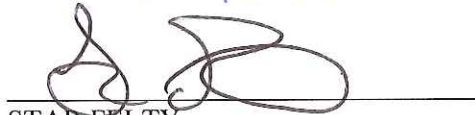
IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

TILLAMOOK COUNTY



DAVID YAMAMOTO, Chair

Date: June 19, 2019



STAR FELTY
Juvenile Department Director

APPROVED AS TO FORM:

By: 

JOEL STEVENS
Tillamook County Counsel

YAMHILL COUNTY



RICHARD (RICK) OLSON, Chair

Date: 7-18-19



JESSICA BEACH
Community Justice Director

APPROVED AS TO FORM:

By: 

CHRISTIAN BOENISCH
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
7/11/19 by Board Order
19-249