



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

September 12, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Northern Oregon Regional Correctional Facility for emergency fee-for-service juvenile detention beds. Agreement value is \$285,120 for 2 years. Funding is through budgeted County General Funds.

Previous Board Action/Review	Briefed at Issues September 10, 2024		
Performance Clackamas	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Ed Jones	Contact Phone	503-650-3169

EXECUTIVE SUMMARY: Clackamas County Juvenile Department (CCJD) is requesting approval to contract with Northern Oregon Regional Correctional Facility (NORCOR) for emergency fee-for-service juvenile detention beds. Due to continuing increasing cost with Multnomah County’s Juvenile Detention Facility and decreasing average daily detention utilization, beginning October 4th, 2024, CCJD’s contract with Multnomah County for juvenile detention beds will end and CCJD will fully utilize Marion County Juvenile Detention Facility (MCJDF) contract for 3 guaranteed beds and fee-for-service beds if the 3 guaranteed bed are full, providing MCJDF has fee-for-service bed capacity. The emergency fee-for-service beds with NORCOR are only to serve as back-up **if** the need to lodge Clackamas County youth in detention exceeded the currently contracted 3 guaranteed beds with MCJDF **and** MCJDF did not have additional fee-for-service capacity available.

The daily rate for NORCOR emergency fee for service juvenile detention beds is \$198 per bed per day. Fund for the emergency fee-for-service juvenile detention beds will be paid from CCJD’s existing fee-for-service juvenile detention bed budget.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina McMahan, Juvenile Director

Juvenile Department

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INTERGOVERNMENTAL COOPERATIVE AGREEMENT
TO HOUSE JUVENILE DETAINEES

THIS AGREEMENT is made by and between NORTHERN OREGON REGIONAL CORRECTIONS FACILITY, an Oregon Chapter 190 intergovernmental entity, hereinafter, "NORCOR", and Clackamas County, a political subdivision of the State of Oregon, hereinafter the "County".

W I T N E S S E T H

WHEREAS, the Oregon State Legislature has enacted statutes allowing for intergovernmental agreements between local governments for the performance of any or all functions that any party to the agreement has the authority to perform, pursuant to ORS 190.010); and

WHEREAS, the parties to this Agreement have the authority to provide for the confinement, detention, care, treatment, and education of juveniles in juvenile detention centers and adults in custody in adult corrections facilities; and

WHEREAS, NORCOR has constructed a Juvenile Detention Facility with the capacity of thirty-two (32) beds; and

WHEREAS, the County is need of a juvenile detention facility and believes that NORCOR's capacity may meet its needs and desires to enter in an agreement with NORCOR to provide for such detention;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, each to the other giving, the parties do hereby agree as follows:

A. **Authorization and Responsibilities:**

1. NORCOR agrees to provide juvenile detention beds for the County youth on a Fee-For-Services basis, if space is available (as determined by NORCOR), at the daily rate listed under Section B Compensation.
2. The County shall be responsible for the delivery and recovery of all County juvenile detainees and shall further be responsible for arranging any County appearances for such detainees.
3. All County juvenile detainees detained at the NORCOR juvenile facility shall be cared for in accordance with the laws of the State of Oregon for juvenile detention and shall otherwise be treated equally with all juvenile detainees similarly detained by NORCOR.

B. **Compensation:**

Payments under this Agreement shall be made on a cost reimbursement basis according to the following terms: The County shall pay to NORCOR the daily rate of

ONE HUNDRED NINETY-EIGHT DOLLARS, (\$198.00) per day, per detainee, not to exceed \$285,120 for the term of this Agreement. This daily rate shall remain in effect from the Effective Date of this Agreement through June 30, 2025, and the parties shall agree upon some reasonable rate thereafter based on the established history. For the purpose of billing, one day shall mean five (5) to twenty-four (24) hours. Time shall be computed on a midnight to midnight basis.

C. **Health Care:**

1. All health care expenses (including medical, dental, and mental health care expenses) for County juvenile detainees shall be the responsibility of the County, except for those routine items handled at the NORCOR facility or injuries incurred at the facility.
2. It is the responsibility of the County to immediately notify NORCOR in writing of any pre-existing medical, dental, or behavioral health conditions of a County detainee, which the County becomes aware of either prior to or after admission to NORCOR.
3. Extraordinary health care expenses and participation by juvenile detainees of rehabilitative or correctional services, facilities, programs, or treatment not reasonably included as part of routine medical care shall be agreed to by the parties before such extraordinary expenses are incurred, unless, in the judgment of NORCOR personnel, it is determined that any delay could be of such harm to the medical, behavioral health, or dental condition of the juvenile detainee that an emergency exists. In the event an emergency is determined, notice to the County shall be given as soon as practical, after first giving priority to the treatment of the juvenile. The County shall be responsible for any such extraordinary or emergency expenses.
4. It is the responsibility of the County to arrange for Welfare and/or Medicaid payments required, due, or owed by a County detainee.

C. **Modification/Other Matters:**

1. Modification of this Agreement may be accomplished by written amendment between the County and NORCOR and no oral understanding or agreements shall suffice to alter the terms of this Agreement.
2. Such other matters as may be necessary or appropriate to fix the obligations, responsibilities, and rights of the parties shall be as agreed upon by the parties.

- D. **Access by County Officers:** The appropriate County officials shall have access, at all reasonable times, to NORCOR for the purpose of inspecting the facility and visiting County juvenile detainees confined therein.

- E. **Supervision:** County juveniles detained in NORCOR shall, at all times, be subject to the jurisdiction of the State of Oregon and may, at any time, be removed from NORCOR for transfer to another institution within the State of Oregon, for release on probation, for discharge, or for any other purpose permitted by the laws of the State of Oregon. The Juvenile Detention Manager, or designee, in his/her discretion, may determine if a juvenile is unsuitable and if such determination is made, have the County remove such juvenile to another facility.
- F. **Notification:** NORCOR shall notify the County of incidents involving an admitted County juvenile that: (1) involve an injury; (2) involve physical intervention and/or restraint; (3) involve a suicide attempt resulting in injury and /or placement on a constant watch; (4) results in isolation; and/or (5) meets criteria for a PREA incident, within 24 hours of NORCOR becoming aware of the occurrence. Notification shall be by 1) a phone call to Clackamas Juvenile Intake & Assessment Center at 503-655-8342 ext. 4, and 2) an email to a group email account at ClackcoJuvSupervision@clackamas.us and shall include the then-known material facts of the incident. Further notification will be made via email to the designated group email account within 24 hours of completion of the JJIS incident report concerning any admitted County juvenile that involves injury, physical intervention/restraints, suicide attempt resulting in injury and/or constant watch, isolation, and/or meets criteria for a PREA incident. In the event of a communication outage at the Detention Facility, NORCOR shall provide immediate verbal notification to Clackamas Juvenile Intake & Assessment Center at 503-655-8342 ext. 4, and provide an alternative means by which Detention may be contacted if possible. Additionally, NORCOR shall ensure that it provides immediate verbal or electronic notification to the County of the following types of critical events: Incidents posing a risk to the status or custody of the juvenile and any other incidents that are of a nature serious enough to raise safety, programmatic, or other serious concerns as determined by NORCOR. Immediate notification shall be followed up by the submission of a written incident report to County management within one business day.
- G. **Reports to County:** NORCOR shall provide reasonable information as requested by the County, to the County regarding a juvenile confined in NORCOR.
- H. **Release of Juvenile:** A juvenile confined in NORCOR shall be released back to the County unless the County and the parties agree upon release in some other place. The County shall bear all costs of such release, including transportation.
- I. **Implementation:** The Chief Officer of NORCOR and the County Juvenile Department are jointly responsible for the implementation and proper administration of this Agreement and will refer any problems of implementation to the governing bodies of their own County/Agency.

- J. **Indemnify and Hold Harmless Clause:**
1. The County shall indemnify and hold harmless NORCOR and its officers, agents, and employees from and against all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of, or incident to any act or omission of the County, its officers, agents, or employees in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating, or otherwise either before or after presentation to the acceptance of NORCOR for detainment in the Juvenile Facility. In the event that any suit based upon such claim, action, loss, cost, expense, or damage is brought against NORCOR, the County shall defend NORCOR at County's sole cost and expense. At the discretion of the County, NORCOR may participate in the defense of any such suit. If a final judgement is entered against NORCOR, or its officers, agents, or employees, the County shall satisfy the same in full.
 2. NORCOR, to the extent allowed by Article XI of the Oregon Constitution and the Oregon Tort Claims Act, shall indemnify and hold harmless County and its officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, cost, expenses, and damages of any nature whatsoever resulting from, arising out of, or incident to, an act or omission of NORCOR, its officers, agents, or employees in the performance of this Agreement. In the event that any suit based upon such claim, action, loss, cost, expense or damage is brought against the County, NORCOR shall defend the County at its sole cost and expense. At the discretion of NORCOR, the County may participate in the defense of any such suit. If a final judgement is entered against the County or its officers, agents, or employees, NORCOR shall satisfy the same in full.
- K. **Insurance:** Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- L. **Force Majeure:** Neither NORCOR nor the County shall be held responsible for delay or default caused by events outside of NORCOR or Clackamas' reasonable control, including, but not limited to: fire, terrorism, riot, acts of God, or war. However, the parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- M. **No Attorneys Fees:** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- N. **Jurisdiction and Venue:** the law applicable to this Agreement shall be the laws of the State of Oregon and the jurisdiction and venue shall be laid in the Circuit Court of the State of Oregon, County of Wasco.

O. **Effective Date of Agreement:** The Agreement shall be effective the ____ day of _____, _____ (the "Effective Date").

P. **Termination of Agreement:** This Agreement shall continue until either the County or NORCOR give written notice of termination to the other party. The party terminating the Agreement shall give the other party no less than ninety (90) days written notice prior to the effective date of termination. Such termination shall not relieve the parties from obligations assumed or incurred hereunder prior to the effective date of termination. Before the effective date of termination, the County shall remove all detainees held under this Agreement in NORCOR's Juvenile Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated by the authorized signatories below:

NORCOR: NORTHERN OREGON CORRECTIONS (NORCOR)
an Intergovernmental Entity

By, _____
_____ Board Chair

COUNTY: BOARD OF COUNTY COMMISSIONERS

By, _____
_____ Board Chair

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Date: _____