



JUVENILE DEPARTMENT

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

June 23, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement # DCJ-IGA-R-13970-2022 between Clackamas County and Multnomah County for Delivery of Detention Services and Facility Operations and Maintenance not to exceed \$1,841,605 of budgeted FY2022-2023 contract services for one year. Funding is through General Fund and Juvenile Crime Prevention (JCP) Basic and Diversion.**

<b>Purpose/Outcomes</b>	This is an Intergovernmental Agreement (IGA) with Multnomah County to purchase 13 secure custody detention beds at Donald E. Long Detention Facility for 2022-2023.
<b>Dollar Amount and Fiscal Impact</b>	\$1,841,605 of budgeted FY2022-2023 contract services.
<b>Funding Source</b>	General Fund, Juvenile Crime Prevention (JCP) Basic and Diversion
<b>Duration</b>	Effective July 1, 2022 through June 30, 2023.
<b>Previous Board Action</b>	This is a new IGA. The previous Intergovernmental Agreement (IGA) was DCJ-IGA-R-1072102919. The original IGA was signed as follows: Agenda Item E.1; July 29, 2021 Agenda Item F.1. May 7, 2020 Agenda Item D.1; June 20, 2019 Agenda Item E.1; June 7, 2018 Agenda Item F.3; June 8, 2017 Agenda Item F.2; April 28, 2016 Agenda Item E.1; March 26, 2015 Agenda Item E.1; June 26, 2014 Agenda Item E.1; June 20, 2013 Agenda Item D.1; September 8, 2011 Agenda Item F.1; October 7, 2010 Agenda Item D.1; June 21, 2007
<b>Strategic Plan Alignment</b>	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.
<b>Counsel Review</b>	June 13, 2022 Counsel Initials: JM
<b>Procurement Review</b>	Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This is an IGA
<b>Contact Person</b>	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169

<b>Contract No.</b>	IGA # DCJ-IGA-R-13970-2022
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**BACKGROUND:**

Since 1981, Clackamas County Juvenile Department (CCJD) has contracted with Multnomah County for access to secure custody detention for juveniles awaiting process in the juvenile court system. Intergovernmental Agreement (IGA) # DCJ-IGA-R-13970-2022 replaces the most recent IGA, # 0607133, which began July 1, 2007 and ends on June 30<sup>th</sup>, 2022. During Fiscal year 2021-22, under IGA # 0607133, Clackamas County contracted for 13 secure custody detention beds at Multnomah County's Donald E. Long (DEL) Youth Detention Facility. Clackamas County and Washington County, who also contracts with Multnomah County for secure custody detention beds at DEL Youth Detention Facility, have been in discussion with Multnomah County regarding the upcoming Fiscal Year 2022-23 daily detention bed rates, and associated cost for additional services, such as transportation and security. An interim rate agreement was reached for Fiscal Year 2022-23. IGA # DCJ-IGA-R-13970-2022 is a one year agreement for Fiscal Year 2022-2023 for the agreed upon interim rate of \$367.04 per bed per day for 13 secure custody detention beds at Multnomah County's DEL Youth Detention Facility, which totals \$1,741,605, and is the largest single contract for CCJD. 53% of this contract is paid for with State grant funds and 47% is with County General Funds. This interim rate is a 9.1% increase from Fiscal Year 2021-22's rate of \$336.36 per bed per day. The IGA also includes a \$60 per hour charge for the additional transport and security of youth outside of DEL Youth Detention Facility due to a medical emergency. Complete data is not currently available to fully estimate the possible additional cost associated with the outside transportation and security of youth for a medical emergency, but is not anticipated to exceed \$100,000. CCJD staff will relieve Multnomah County staff in these instances as soon as possible to mitigate and keep the additional cost down. Additionally, during the upcoming Fiscal Year 2022-23, all three (3) counties will re-evaluate the current rate methodology, bed utilization and anticipated future needs to determine a fair, equitable and sustainable rate model for future fiscal years.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement Number IGA # DCJ-IGA-R-13970-2022.

Respectfully submitted,



Christina L. McMahan,  
Director Juvenile Department

**INTERGOVERNMENTAL AGREEMENT NO. DCJ-IGA-R-13970-2022**  
**FOR DELIVERY OF DETENTION SERVICES**  
**AND FACILITY OPERATION AND MAINTENANCE**

This Agreement is made and entered into by and between **Clackamas County**, hereinafter referred to as "Clackamas" and **Multnomah County**, a home-rule subdivision of the State of Oregon, hereinafter referred to as "Multnomah", for the delivery of juvenile detention services by Multnomah to Clackamas as described below, and for operation and maintenance costs of the physical premises.

**I. RECITALS**

- A. Multnomah operates and maintains a youth detention facility known as the Multnomah County Juvenile Detention Facility (MCJDF) designed and operated as a temporary secure custody facility for youth pending adjudication of delinquency cases and for youth serving court-ordered sanctions. Clackamas wishes to utilize bed space within the MCJDF for the detention of youth referred to the juvenile justice system and in need of secure custody, and space presently exists in MCJDF for use by Clackamas.
- B. Clackamas and Multnomah entered into a Sublease Agreement in October 1993 to rent ten (10) bed spaces in MCJDF to Clackamas for a guaranteed period of 20 years for a lump sum payment of \$750,000 which was fully satisfied in 2013. In addition, Clackamas paid a per bed rate for the actual cost of operating and maintaining the Premises. The operations, maintenance, and delivery of detention services by Multnomah for the bed spaces was covered by a separate Intergovernmental Agreement (IGA) between the parties.
- C. The parties agree that it is in the best interests of both parties for Multnomah to continue providing MCJDF beds, operations, maintenance, and delivery of detention services to Clackamas. Payment for beds, operations, maintenance, and detention services will be based on an agreed to bed daily rate that represents the Actual Operating Cost per day per bed space.
- D. ORS Chapter 190 provides for intergovernmental agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

**II. DEFINITIONS**

- A. **Actual Operating Cost** as used in this IGA means the direct cost of operation and maintenance services including management, repair, replacement and maintenance, security service, janitor service, grounds keeping, power, gas, lighting, heating, air conditioning, water, other utility services, garbage collection, and insurance, plus the direct cost of delivery of detention services including, but not limited to, admission, assessment, supervision, nutrition, education, programming, medical and mental health services, and release services. Actual Operating Cost does not include indirect

Department Level Administration and Support.

- B. **Medical and Mental Health Screening** as used in this IGA means that every youth upon admission to MCJDF receives a medical and mental health screening, including risk for suicidal and violent behavior, by Juvenile Custody Services Specialists (JCSS). Youth with significant depression or suicidal risk are referred to a Qualified Mental Health Professional for follow-up care.
- C. **Department Level Administration and Support** as used in this IGA means a proportionate share of Department of Community Justice (DCJ) departmental and Juvenile Services Division (JSD) overhead, including: DCJ Director's Office, Finance and Budget, Contracts, Human Resources and Training, Research and Planning Team, Business Applications Team and the JSD Assistant Director's Office. As mentioned above, these services are not included in the Actual Operating Cost.
- D. **Other Services Provided at Additional Cost** include emergency transportation, security and supervision of detained youth outside of the MCJDF, for a time period not to exceed beyond eight (8) hours. Clackamas County will take over supervision of youth transported for emergency services within eight (8) hours. Clackamas County will transport youth for nonemergency service, unless Clackamas County has given Multnomah County prior authorization, at which point, Multnomah County will transport youth to scheduled medical appointments. Clackamas County will reimburse Multnomah County for any and all expenses reasonably incurred by Multnomah in providing emergency and nonemergency medical, dental, or psychological services, including transportation therefore and supervision outside MCJDF, on behalf of any referred youth pursuant to this Agreement.

### **III. SERVICES TO BE PROVIDED**

#### **A. Multnomah County shall perform as follows:**

##### 1. Admission Services

- a) Any youth subject to the jurisdiction of the Clackamas County Juvenile Court shall be admitted by Multnomah to the Multnomah County Juvenile Detention Facility (MCJDF) only upon authorization for secure custody communicated by an appropriate agent of the Clackamas County Juvenile Department as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such youth, all subject to the conditions hereinafter provided.
- b) Acting through its on-duty manager, Multnomah shall have discretion to refuse acceptance of any youth referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with the requirements for detention set forth in ORS 419C, or where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred youth requires immediate medical attention.

- c) Thirteen (13) bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour a day basis for the full term of this Agreement.
- d) Any requirement of Clackamas for bed space in excess of fifteen (15) beds, or combined with that of Washington County in excess of thirty-one (31) beds, shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e) In the event a youth resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court, and is delivered to the Multnomah County Juvenile Detention Facility, admission shall be as in the case of any local youth resident of Multnomah until and unless an appropriate referral for ongoing custody is made by Clackamas in accordance with this Agreement.
- f) Multnomah shall not be required to provide notice to parents or guardians of youth referred upon admission or otherwise pursuant to this Agreement, unless the conditions are appropriate as outlined in Section III A.1.e) above.
- g) Multnomah shall provide Clackamas a daily roster indicating all youth held by Multnomah pursuant to this Agreement.

## 2. Supervision Services

- a) An admitted Clackamas youth shall be placed in a detention unit deemed by Multnomah appropriate to the gender, age, and circumstance of the youth, consistent with the existing facility population and the best interest of the total facility population and operation, and shall receive the same level of care and supervision as any other youth detainee including mental health screening.
- b) Multnomah's Detention Services Manager will ensure that for each youth referred under this Agreement, Clackamas is advised of the youth's progress.
- c) In the event it is determined that a referred youth is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Multnomah shall provide Clackamas with immediate notice of those services provided without prior notice.

## 3. Release Services

- a) Multnomah shall release Clackamas youth referred pursuant to this Agreement only upon receipt of written notification by an authorized agent of the Clackamas County Juvenile Department.

- b) Multnomah shall notify Clackamas of any referred youth Multnomah reasonably believes is being detained in excess of statutory authority, and Clackamas shall, immediately upon notification, take all necessary steps to release the youth as specified in a) above, or provide Multnomah with the statutory authority for continued detention of the youth. If Clackamas does not act upon the notification by Multnomah within the same business day of notification, Multnomah may act to release the youth.

#### 4. Notifications

Multnomah shall notify Clackamas County Juvenile Department of incidents involving an admitted Clackamas youth that: (1) involves an injury; (2) involves physical intervention and/or restraint; (3) involves 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. Notification shall be by email to a group email account designated by Clackamas, 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 Clackamas youth that involves injury, physical intervention/restraints, suicide attempt resulting in injury and/or constant watch, isolation, and/or meets criteria for a PREA incident.

#### 5. Reporting

Multnomah shall provide Performance-based Standards (PbS) reports to the Clackamas County Juvenile Department Director in June (April data collection) and December (October data collection).

#### **B. Clackamas shall perform as follows:**

1. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Department agents authorized to refer youth to Multnomah as provided herein.
2. In the event it is determined that a referred youth is in need of emergency services, Clackamas shall reimburse Multnomah for any expense connected therewith including security costs outside the MCJDF as set forth in Section II D.
3. Clackamas shall provide or arrange all non-emergency transportation of youth referred under this Agreement. If Clackamas requests transportation be provided by Multnomah, Clackamas shall compensate Multnomah for expenses incurred at the rate described in Section III.C.5. of this Agreement.
4. Clackamas shall provide Multnomah a written authorization and/or court order to detain or release any youth referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention admit or release. Documentation will be delivered by Clackamas to Multnomah as soon as available.

5. Clackamas shall provide counseling services customarily provided in preparation for an adjudicative or dispositional process to the referred youth.
6. Except as provided in Section IV.B. of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefore and supervision outside MCDF, on behalf of any referred youth pursuant to this Agreement.
7. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred youth which exceed the level of care and supervision customarily furnished to detained youth, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah may not incur these expenses without prior authorization from Clackamas.
8. Clackamas shall be responsible for providing any of the court counseling and/or probation services required for referred youth under this Agreement.
9. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those youth detained in Multnomah pursuant to this Agreement. Clackamas shall defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or on behalf of any youth referred under this Agreement, except for actions attributable to Multnomah County negligence.
10. Clackamas shall provide Multnomah timely, actual, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred youth.

**C. Compensation Rates and Mode of Payment**

1. The parties agree to recognize the Actual Operating Cost per bed day for the services provided by Multnomah under this agreement and to engage in a collaborative process to develop a long-term model that closes the gap between the daily rate agreed to by the parties in this Agreement and the Actual Operating Cost.
2. Clackamas and Multnomah agree that the bed day rate for thirteen (13) beds is listed below. Clackamas will pay the full cost of all thirteen (13) beds regardless of whether or not they are utilized.

Fiscal Period	Bed Day Rate	Annual Cost
July 1, 2022 - June 30, 2023	\$367.04	\$1,741,604.80

3. Clackamas may utilize more than thirteen (13) beds under this Agreement without charge so long as Clackamas' individual bed use does not exceed fifteen (15) beds, or combined with that of Washington County does not exceed thirty-one (31) beds per day, and providing Multnomah does not reach its capacity.

Beds in excess of the above allocation shall be charged at the Actual Daily Bed Rate.

Fiscal Period	Bed Day Rate
July 1, 2022 - June 30, 2023	\$537.42

4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Additional services, as described in Section II.D. of this Agreement, will be billed on a per staff hourly basis at a rate of \$60/hour.
6. Those expenses for additional services, excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a monthly basis and shall be paid by Clackamas to Multnomah on a monthly basis.
7. For the duration of this agreement Clackamas agrees to pay Multnomah the total annual cost of the 13 beds set forth in III.C.2. above in three (3) equal installments, due on October 1, February 1, and June 1.

#### **IV. CONSTRAINTS**

- A. It is understood and agreed that any and all employees of the Multnomah County Detention Facility are not employees, agents, or representatives of Clackamas for any purpose.
- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county' employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Multnomah County Detention Facility and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for youth referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.



- C. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**V. AGREEMENT TERM AND TERMINATION**

- A. The term of this Agreement shall be from July 1, 2022 through June 30, 2023.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
  - 1. Clackamas may terminate this Agreement upon six months written notice.
  - 2. In the event that Clackamas does not intend to enter into a new Agreement at the end of the term of this Agreement, Clackamas shall notify Multnomah on or before January 1, 2023, of its intent not to contract with Multnomah County. In the event Clackamas fails to so notify Multnomah of an intent not to contract for these services and thereafter does not, Clackamas shall reimburse Multnomah at the base guaranteed thirteen (13) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue utilizing services. Clackamas shall have continued use of the guaranteed beds as agreed for the duration of this Agreement through June 30, 2023.
  - 3. In the event Multnomah does not intend to extend services at the end of the term of this Agreement, Multnomah shall notify Clackamas on or before January 1, 2023, of its intent to discontinue services. In the event that Multnomah fails to notify Clackamas of its intent to discontinue services, Multnomah shall continue to provide services at the same rate and terms as provided by this Agreement for six months following the date Clackamas received notice of Multnomah's intent to discontinue services.

**VI. MISCELLANEOUS PROVISIONS**

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Chair of Multnomah County and the Board of County Commissioners of Clackamas.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.
- C. Clackamas shall annually review Multnomah's detention operations and related costs and provide recommendations to Multnomah regarding cost-saving measures identified in that review. Multnomah shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Multnomah shall maintain any other records pertinent to this Agreement in such manner as to clearly document Multnomah's performance hereunder. Multnomah acknowledges and agrees that Clackamas and its duly authorized representatives

shall have access to such fiscal records and all other books, documents, papers, plans, and writings of Multnomah that are pertinent to this Agreement. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Multnomah and kept accessible for a minimum of three years, except as required longer by law, following final 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. All subcontracts shall comply with these provisions.

**MULTNOMAH COUNTY, OREGON:**

**CLACKAMAS COUNTY, OREGON:**

County Chair or Designee: \_\_\_\_\_

Date: \_\_\_\_\_

Dept Director or Designee: \_\_\_\_\_

Date: \_\_\_\_\_

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney: David Blankfeld via MMP  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_

Date: \_\_\_\_\_

## COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: \_\_\_\_\_