



CHRISTINA L. McMAHAN
DIRECTOR

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

July 27, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

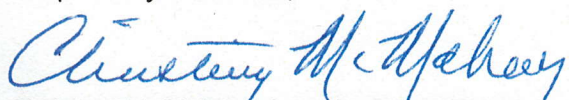
Approval of an Intergovernmental Agreement with Marion County for access to utilize Marion County Juvenile Detention Facility for emergency Juvenile Detention services. Agreement value is \$500,000 for Fiscal Period July 1, 2023 – July 30, 2025. In the event services are necessary, the department may request contingency County General Funds.

Previous Board Action/Review	This is a new Intergovernmental Agreement (IGA).		
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: Since 1981, Clackamas County Juvenile Department (CCJD) has contracted with Multnomah County to utilize detention capacity in the Donald E. Long (DEL) detention facility for access to secure detention for juveniles who pose a community safety risk, and are awaiting further processing in the juvenile court. The DEL facility is closest for Clackamas County youth to be transported to court hearings, receive visitation from their families, and case management from CCJD staff. Due to DEL cost increases, Clackamas County budget constraints, and the prior three year average daily detention utilization, CCJD reduced its daily detention capacity with DEL from 13 to 8 guaranteed detention beds. As a contingency plan, CCJD is seeking to contract with Marion County Juvenile Department to provide fee-for-service secure detention beds for up to 4 youth. The Marion County beds would only be utilized in extraordinary circumstances, such as but not limited to a serious delinquency event that resulted in anticipated long-term stays (e.g. those involving possible waiver to adult court), cases involving multiple co-defendants with anticipated long term stays, if there was an emergency situation where DEL could not provide its contracted capacity, or if CCJD's contracted capacity with DEL secure detention reached maximum capacity. This Intergovernmental Agreement (IGA) with Marion County has no cost unless utilized, and provides Clackamas County with detention services for up to two years, with the option to be renewed for an additional 2 years.

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

Respectfully submitted,


Christina McMahan, Juvenile Dept. Director

For Filing Use Only

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CLACKAMAS COUNTY, OR
JV-5451-23

1. PARTIES TO AGREEMENT

This Agreement between Clackamas County, OR, hereafter called Clackamas, and Marion County, a political subdivision of the state of Oregon, hereafter called Marion, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which Marion will provide Juvenile Detention care services to Clackamas. These services are further described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement is effective on the date it has been signed by all parties and all required County approvals have been obtained and expires on June 30, 2025 unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of two years by agreement of the parties. Any extension, or modifications in the terms, of this agreement shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 Marion may terminate this agreement effective upon delivery of written notice to Clackamas or at such later date as may be established under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - c. If any license, certificate, or insurance required by law or regulation to be held by Clackamas to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 - d. If Clackamas fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- e. If Clackamas fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from Marion, fails to correct such failure(s) within ten (10) days or such longer period as Marion may authorize.

- 3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

- 4.1 The total amount paid under this contract shall not exceed \$500,000.00. Payments under this contract shall be made on a cost reimbursement basis according to the following terms: \$170.00 per day, per youth plus any additional costs as specified in Section 5.
- 4.2 Requests for payment shall be submitted to Clackamas monthly at the following address: Clackamas County Juvenile Department, Attn: Director, 2121 Kaen Rd. Oregon City, OR 97045. Remittance shall be sent within 30 days of invoice to: Marion County Juvenile Department, Attn: Contracts Specialist, 2960 Center St NE Salem, OR 97301.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

- 5.1 UNDER THE TERMS OF THIS AGREEMENT, MARION SHALL:

- a. Admission Services

- 1. Any child of any gender shall be admitted upon placement by an authorized member of Clackamas Juvenile Department or designee or upon order of any court of competent jurisdiction to require detention of such juvenile, subject to conditions hereinafter provided.
- 2. Marion, acting through its detention staff, shall have discretion to refuse acceptance of any juvenile placed under the agreement where it reasonably believes such placement does not comply with lawful requirements of facility regulations or when it lacks adequate bed space, or when it appears that the physical condition of the placed juvenile requires immediate medical attention. Marion shall house no more than four (4) Clackamas youth at any given time, depending on adequate bed space. Additional capacity authorized only by Director approval from both Marion and Clackamas.

- b. Supervision Services

- 1. Placed juveniles, admitted under this agreement, shall receive the quality, level and manner of care and supervision by Marion as furnished to detained juveniles placed from within Marion.
- 2. Marion shall assign a detention staff person to each placed juvenile as a liaison to track progress of youths toward disposition of the placed juvenile, to implement such

arrangements as may be required to facilitate expeditious release, and to coordinate planning for disposition. No Marion staff person shall be required to provide those counseling services customarily furnished to placed juveniles preparatory to any adjudicative process.

3. Marion shall notify Clackamas 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 1) a phone call to Clackamas Juvenile Intake & Assessment Center, and 2) an 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.
4. No emergency services shall be required of Marion by this agreement; but if Marion determines that a need for emergency services exists, that determination shall control, and Marion is hereby authorized to take appropriate action to secure such services. Marion shall provide Clackamas with immediate notice of such services. Clackamas shall reimburse Marion for any and all expenses reasonably incurred by Marion in providing emergency medical, dental, or psychological services, including transportation therefore and supervision outside of the Marion County Juvenile Detention Facility (MCJDF), on behalf of any referred youth pursuant to this Agreement. Marion will invoice Clackamas on a per staff hourly basis at a rate of \$60/hour.

c. Release Services

Marion shall release juveniles placed under this agreement only upon notification by persons authorized by Clackamas as pursuant to court order, and only to such person, persons, or Clackamas as such notification or order may direct; provided, however, that Marion, upon written notice to Clackamas County Juvenile Department may act to require release of any juvenile it reasonably believes has been detained in excess of any statutory period prescribed for such temporary custody. No provision contained in the agreement is intended to relieve Clackamas from the duty to monitor the period that a juvenile is detained in Marion under this agreement, and it shall be the responsibility of Clackamas to defend and hold Marion harmless from any claim of detention in excess of lawful limits brought by or on behalf of any juvenile placed as provided above.

5.2 UNDER THE TERMS OF THIS AGREEMENT, CLACKAMAS SHALL:

- a. Obtain as required by ORS 419.575 such designations and permissions as shall permit implementation of this agreement,

- b. Provide Marion current information as to the identities of persons authorized to place juveniles as provided herein.
- c. Provide all transportation to and from the Marion County Juvenile Department at no expense to Marion.
- d. Provide any required written evidence of authorization or other reports necessary to detain or release any juvenile placed hereunder.
- e. Pay to Marion all expenses reasonably incurred by Marion providing emergency medical, dental, or psychological services, including transportation therefore, on behalf of any juvenile under this agreement.
- f. Upon prior notification by Marion, reimburse Marion for any expenses reasonably incurred in the care and supervision of a placed juvenile which would exceed the level of care and supervision customarily furnished to detained juveniles, including by not limited to, specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.
- g. Pay Marion for expenses incurred by Marion pursuant to Section 5.2E, and for admissions for youth care days used at the rate of \$170.00 per youth care day, within 3.0 days of billing.
- h. Provide all pre and post adjudicative counseling services for juveniles placed to Marion for detention and such notification as may be required to any placed juveniles' parents or legal guardians prior to placement with Marion.
- i. Furnish immediately to Marion, in writing, judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of a placed juvenile.
- j. Remove any placed juvenile on proper demand by Marion at the earliest agreed upon date and time.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. INDEMNIFICATION.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Clackamas agrees to indemnify, save harmless and defend Marion, its officers, elected

officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Clackamas or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Clackamas has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Marion agrees to indemnify, save harmless and defend Clackamas, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Marion or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Marion has a right to control.

9. 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).

10. SUBCONTRACT AND ASSIGNMENT

Marion shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from Clackamas, which shall be granted or denied in Clackamas' sole discretion. Clackamas' consent to any subcontract shall not relieve Marion of any of its duties or obligations under this Agreement.

11. FORCE MAJEURE

Neither Marion nor Clackamas shall be held responsible for delay or default caused by events outside of Marion or Clackamas' reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Marion 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.

12. 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.

13. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

14. NOTICES

Any notice required to be given the Clackamas or Marion under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Clackamas:

Christina L. McMahan, Director
Clackamas County Juvenile Dept.
2121 Kaen Rd, Oregon City, OR 97045
CMcMahan@clackamas.us

For Marion:

Troy Gregg, Director
Marion County Juvenile Department
2960 Center St NE, Salem, OR 97301
TGregg@co.marion.or.us



15. SIGNATURES





This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Not Present At Meeting

Chair		Date
		<i>7.19.2023</i>
Commissioner		Date
		<i>7-19-2023</i>
Commissioner		Date

Authorized Signature:	<small>DocuSigned by:</small>  <small>7854F866EA634F1</small>	6/30/2023
	Department Director or designee	Date
Authorized Signature:	<small>DocuSigned by:</small>  <small>DC16351248DE4EC</small>	7/6/2023
	Chief Administrative Officer	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>D0CEC5B04B9E4B3</small>	7/6/2023
	Marion County Legal Counsel	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>C5B2E3DF257E444</small>	6/30/2023
	Marion County Contracts & Procurement	Date

CLACKAMAS COUNTY, OR

Authorized Signature: _____ Date: _____

Title: _____

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: July 19, 2023

TO: COUNTY COUNSEL
ATTORNEY: Jeff Munns

FROM: Tiffany West

EXTENSION: 3162

DEPARTMENT/DIVISION: Juvenile

BILL TO: Juvenile

(Department/Division to be billed)

TYPE OF DOCUMENT: IGA

NAME OF DOCUMENT: Intergovernmental Agreement with Marion County for access to utilize Marion County Juvenile Detention Facility for emergency Juvenile Detention Services. Agreement # JV-5451-23/

REQUESTED RETURN DATE: ASAP

APPROVED AS TO FORM:

County Counsel:



Date: 7/19/2023

Counsel Comments:
