



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

July 25, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with Marion County for Juvenile Detention services at the Marion County Juvenile Detention Facility. Agreement value not to exceed \$1,588,000 for Fiscal Period August 1, 2024 – June 30, 2026. Funding is through Oregon Youth Authority and \$205,040 in budgeted County General Funds.**

<b>Previous Board Action/Review</b>	This is a new Intergovernmental Agreement (IGA).		
<b>Performance Clackamas</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>	Yes	<b>Procurement Review</b>	No
<b>Contact Person</b>	Ed Jones	<b>Contact Phone</b>	503-650-3169

**EXECUTIVE SUMMARY:** Clackamas County Juvenile Department (CCJD) is requesting approval to contract with Marion County Juvenile Detention Facility (MCJDF) for juveniles who are considered to pose a community safety risk, and are awaiting further processing in the juvenile court system. This contract with MCJDF is for 3 guaranteed juvenile detention beds at Bed Day Rate of \$210 for FY24/25, and \$220.5 for FY25/26. Additional Fee-For-Service juvenile detention beds will be provided at the same rates, providing MCJDF has capacity. Historically, CCJD contracted with Multnomah County’s Donald E. Long (DEL) juvenile detention facility and over the last six (6) years has reduced the number of contracted guaranteed beds due to decreased General Fund Support (GFS), increasing year-over-year detention cost at DEL, reduction in needed utilization with the addition of a Community Monitoring Program, and DEL’s current contract that does not allow for reduction in of contracted beds except in increments of 8- thus causing CCJD to no longer be able to reduce contracted detention services. Additionally, CCJD has historically not needed to utilize all of the contracted guaranteed detention beds and has paid for services not received. The new model allows for some guaranteed beds based on average daily usage, with the ability to purchase additional beds on a fee-for-service basis as needed and available. The detention beds are paid for in FY24-25 budget with a combination of General Fund (37%) and pass through State funding received through the Oregon Youth Authority (OYA) (63%).

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

Respectfully submitted,

Christina McMahan, Juvenile Director  
Juvenile Department

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CLACKAMAS COUNTY, OR**  
**JV-6064-24**

**1. PARTIES TO AGREEMENT**

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

**2. PURPOSE/STATEMENT OF WORK**

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

**3. TERM AND TERMINATION**

- 3.1 This Agreement shall be effective for the period of August 01, 2024, through June 30, 2026, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period of up to two years by agreement of the parties. Any modifications in the terms of such amendment 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 90 days' notice in writing and delivered by mail, email, 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 Clackamas may terminate this agreement effective upon delivery of written notice to Marion or at such later date as may be established under any of the following conditions:
  - 3.4.1 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.
  - 3.4.2 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.
  - 3.4.3 If any license, certificate, or insurance required by law or regulation to be held by Marion to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

- 3.4.4 If Marion fails to provide the services called for by this agreement within the time specified herein or any extension thereof.
- 3.4.5 If Marion 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 Clackamas, fails to correct such failure(s) within ten (10) days or such longer period as Clackamas 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 \$1,588,000.00. Clackamas shall make payments to Marion on a cost reimbursement basis according to the following terms:

The daily bed rate for the period of **August 1, 2024 - June 30, 2025**, shall be **\$210.00** per day, per youth.

The daily bed rate for the period of **July 1, 2025 - June 30, 2026**, will increase 5% to **\$220.50** per day, per youth.

Clackamas shall reimburse Marion for 3 (three) “guaranteed” detention beds per youth per day at the above corresponding daily bed rate for each corresponding time period regardless of whether or not they are utilized.

Fiscal Period	Bed Day Rate	Annual Cost
August 1, 2024 - June 30, 2025	\$210.00	\$210,420.00
July 1, 2025 – June 30, 2026	\$220.50	\$241,448.00

Clackamas shall reimburse Marion for any beds per youth per day utilized in addition to the number of guaranteed beds at the above corresponding daily bed rate in accordance with 5.1.1.2.

Clackamas shall reimburse Marion any additional costs as specified in Section 5.

- 4.2 Requests for payment shall be submitted to Clackamas monthly, to the attention of: Ed Jones, Administrative Services Manager at the following address: Clackamas County Juvenile Department, 2121 Kaen Rd. Oregon City, OR 97045. Remittance shall be sent within 30 days of invoice to the attention of: Accounting Specialist, at the following address: Marion County Juvenile Department, 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:

#### 5.1.1 Admission Services

5.1.1.1 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.

5.1.1.2 Marion shall guarantee 3 (three) detention beds for Clackamas youth throughout the duration of this agreement. Clackamas may request additional fee-for-service detention beds. At the discretion of Marion, as capacity is available, Marion may provide additional detention beds for Clackamas youth on a fee-for-service basis. Marion, acting through its detention staff, shall have discretion to refuse acceptance of any juvenile placed outside of the guaranteed beds, 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.

#### 5.1.2 Supervision Services

5.1.2.1 Marion shall provide the same quality, level and manner of care and supervision to Clackamas youth admitted under this agreement, as furnished to detained juveniles placed from within Marion.

5.1.2.2 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 at 503-655-8342 ext. 4, and 2) an email to a group email account at [ClackcoJuvSupervision@clackamas.us](mailto: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 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. In the event of a communication outage at the Detention Facility, Marion 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, Marion shall ensure that it provides immediate verbal or electronic notification to Clackamas of the following types of critical events: Incidents posing a risk to the status or custody of the youth and any other incidents that are of a nature serious enough to raise safety, programmatic, or

other serious concerns. Immediate notification shall be followed up by the submission of a written incident report to Clackamas management within one business day.

- 5.1.2.3 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 bill Clackamas on a per staff hourly basis at a rate of \$60/hour.

### 5.1.3 Release Services

Marion shall release juveniles placed under this agreement only upon notification by persons authorized by Clackamas as pursuant to court order. However, 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:

### 5.2.1 Prior to Marion Admission

- 5.2.1.1 Obtain as required by ORS 419.575 such designations and permissions as shall permit implementation of this agreement.
- 5.2.1.2 Clackamas shall call Marion at 503-584-4884 to coordinate the intake of Clackamas youth prior to transport, as well as for any additional questions or communication.
- 5.2.1.3 Clackamas shall ensure any needed emergency medical or mental health clearance is provided for youth prior to arrival. Marion will screen all juveniles brought to detention for medical and emotional stability before accepting custody of the juvenile into the facility. In instances where youth have been seriously injured or ill, under the influence of intoxicants, at imminent risk of suicide, or that have been tazed or had chemical restraints/pepper spray administered, Clackamas shall ensure youth have received emergency medical or mental health clearance, and provide to Marion, documentation of the medical clearance and any necessary follow-up instructions. If at intake, Marion deems the juvenile is not medically and/or emotionally stable, or specific policy outlines circumstances when a medical or

mental health clearance is required, staff will refuse custody and Clackamas will be advised to transport the juvenile to the nearest hospital emergency room for evaluation.

- 5.2.1.4 Provide Marion with an up-to-date schedule of on-call supervisors, including names and phone numbers. Any and all updates to the Clackamas on-call supervisor schedule shall be promptly emailed to Marion at: [detent@co.marion.or.us](mailto:detent@co.marion.or.us) AND [supervsr@co.marion.or.us](mailto:supervsr@co.marion.or.us).
- 5.2.1.5 Provide Marion with current information as to the identities of persons authorized to place juveniles as provided herein.
- 5.2.1.6 Provide all transportation to and from the Marion County Juvenile Department at no expense to Marion. This includes but is not limited to transportation for intakes, releases, court hearings and transfers to other counties.
- 5.2.2 During Marion Supervision
  - 5.2.2.1 Provide any required written evidence of authorization or other reports necessary to detain or release any juvenile placed hereunder.
  - 5.2.2.2 Remove any placed juvenile on proper demand by Marion at the earliest agreed upon date and time.
  - 5.2.2.3 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. In the event the court order is delayed, Clackamas will email Marion documentation summarizing the legal reason for placement into detention prior to lodging a youth.
  - 5.2.2.4 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.
  - 5.2.2.5 Provide a court disposition form for each Clackamas youth that attends a court hearing while under Marion supervision. The disposition form shall be submitted to Marion as soon as possible, once Clackamas has received the order from the Court and may be submitted either in person directly to staff at the Marion Intake desk, via email: [detent@co.marion.or.us](mailto:detent@co.marion.or.us) or fax: 503-584-4823.
  - 5.2.2.6 Clackamas youth shall abide by Marion phone call guidelines and visiting rules as defined in Exhibit A and Exhibit B respectively. Clackamas shall promptly update JJIS records with approved visitors and phone numbers for Clackamas youth. Marion will be unable to allow visits or phone calls that are not on the approved list in JJIS.

### 5.2.3 Billing and Reimbursements

- 5.2.3.1 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.
- 5.2.3.2 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 but not limited to, specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices.
- 5.2.3.3 Pay Marion for expenses incurred by Marion pursuant to Section 5.2.3.1, and for admissions for youth care days used at the rate indicated in section 4.1, within 30 (thirty) days of billing.

## 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 at 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](mailto:CMcMahan@clackamas.us)

For Marion:  
Troy Gregg, Director  
Marion County Juvenile Department  
2960 Center St NE, Salem, OR 97301  
[TGregg@co.marion.or.us](mailto: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:

Chair Kiri Cameron Date 7.3.2024

Commissioner David B... Date 7-3-2024

Commissioner Columbilly Date 7/3/2024

Authorized Signature: Troy Gregg 6/21/2024  
7B51FB55EA534F1...  
Department Director or designee Date

Authorized Signature: Jan Fritz 6/26/2024  
1E984034585E453...  
Chief Administrative Officer Date

Reviewed by Signature: Scott Morris 6/26/2024  
60C98A6F708240B...  
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 6/21/2024  
E4592AF8CAA542C...  
Marion County Contracts & Procurement Date

CLACKAMAS COUNTY, OR

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

EXHIBIT A

# Phone Calls

Phone Calls will occur on the following schedule.

	Sunday	Mon	Tue	Wed	Thu	Fri	Saturday
Last Name begins with:	A-Z	A-M	N-Z	--	A-M	N-Z	A-Z

**PRE-COURT Incoming calls**  
Monday-Friday 7:00am-8:00am

**YOUTH CALL OUTS ONLY**  
Weekdays Between 5:30-9:00pm  
SATURDAY-SUNDAY 12:00pm and 8:00pm  
\*Contact a supervisor if special arrangements needed\*  
Phone calls are **FREE** to youth.

Detention does not accept incoming calls to youth outside of a pre-court phone call and all professional calls. All calls to approved family members/persons will be made by facility staff on behalf of the youth during the days/times outlined above:

**During normal request times**, youth will be asked if they want to make a call.

Those people youth wish to call **MUST** be on youth's approved phone call list. Youth's probation officer must approve all persons.

Staff will make **two** attempts to call the person youth requested during call hours. Staff will make these calls as time allows and will not call other persons if the person youth wanted does not answer.

Phone calls are **5 minutes long, unless otherwise approved by a supervisor or designee**. Staff will inform youth when **30 seconds** are left for parties to say goodbyes.

Staff will make an effort to ensure all calls are made, but understand that **facility operations and safety** may interfere with calls.

If youth **do not end the call** when directed, youth may receive a loss of phone privileges for a period of time.

**This privilege is subject to change based on facility operations.**

**EXHIBIT B**

**DETENTION VISITING RULES**

Parents/guardians will be allowed one visit **BEFORE THE INITIAL COURT APPEARANCE**, which takes place anytime between 8 A.M. and 8 P.M. Detention staff will notify appropriate parties of this when making notifications. If the visit is unable to happen prior to court, parent/guardian may visit with youth immediately following court.

Visitation will occur on the following schedule:

	<b>Sunday</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Saturday</b>
<b>Last Name begins with:</b>	<b>A-Z</b>	<b>N-Z</b>	<b>A-M</b>	<b>--</b>	<b>N-Z</b>	<b>A-M</b>	<b>A-Z</b>

Due to limited space, intake activity, crisis, or youth behavior, all visits may be subject to delay, abbreviation, or cancellation at the discretion of Detention staff.

Visits are 25 minutes in length. Up to three approved visitors may attend each visit.

- Weekday Visits are between 5:45 p.m. and 7:15 p.m.
- Weekend Visits are between 9:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:30 p.m.
- Visits are scheduled 30 minutes apart to allow movements.

**All visitors must be approved by youth's probation officer. Approved visitors** may call in at any time the day of the visit to schedule visits with a detained youth **for the current day**. If no visits are available, you may schedule a visit for the next available visiting day. **You must prearrange all visits with Detention Staff or reception. Visits are on a first come, first served basis.** All visits are subject to available space and time. All visits are non-contact.

**Visitors under eighteen (18) years of age** are not permitted without supervisor approval.

**VISITORS MUST SHOW PICTURE IDENTIFICATION BEFORE VISITING WILL BE PERMITTED. ANY EXCEPTIONS MUST BE APPROVED.**

Visitors are not to have any items other than car keys and ID. Any other items shall be stored in vehicle. Visitors must be dressed appropriately (nothing gang related or depicting violence, nudity, or drugs/alcohol). Visitors not dressed appropriately will be asked to change and come back or schedule a visit at another time when they are able to come appropriately clothed. **Oregon law prohibits the possession of weapons and hazardous substances on premises. All visitors are subject to being searched and will be scanned with a metal detector prior to visiting.** Visitors appearing under the influence of drugs or alcohol or displaying disrespectful or aggressive behavior toward staff will be turned away. Visits are discontinued for failure to follow the outlined policies, rules, or directions of detention staff, until reviewed by the Detention Manager and/or designee with the detained youth's probation officer.

DHS Caseworkers may visit at any time.

OYA Parole and Probation Officers may visit at any time and may visit on the units.

Attorneys may visit at any time.

**Special Arrangements are all approved through the Detention Manager or Assistant Supervisor**

Examples of special arrangements are:

- Pre-scheduling visits due to phone issues
- Parent/guardian work schedule
- Visitors are not parent/guardians
- Parent/family member from out of state (one-time visits)
- All non-professional Contact Visits
- Detention Staff will make a reasonable effort to accommodate for those visits with unusual circumstances.

Marion County Juvenile Detention  
2970 Center St. NE  
Salem, OR 97301

Monday–Friday 8:00 a.m. to 5:00 p.m. (503) 566-2958

7 days a Week/24-hours a Day (503) 588-5321

<http://www.co.marion.or.us/juv/>