AGREEMENT FOR USE OF JUVENILE DETENTION FACILITY

THIS AGREEMENT, is made and entered into January 1, 2014 by and between PACIFIC COUNTY, a political subdivision of the state of Washington, and CLATSOP COUNTY, a political subdivision of the State of Oregon, acting by and through their respective Board of County Commissioners.

WITNESSETH:

WHEREAS, PURSUANT TO RCW Chapters 13.40 and 39.34 and ORS 190.410 through 440, Clatsop County operates a juvenile detention facility in space leased from the Oregon Youth Authority (OYA); and

WHEREASE, Clatsop County is willing to rent juvenile detention beds on a daily basis to Pacific County for use by Pacific County, upon such terms as may be mutually agreed upon; and

WHEREAS, it is considered necessary and desirable AND IN THE PUBLIC INTEREST, that Clatsop County and Pacific County exercise the rights and privileges afforded by said statutes,

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. **Availability of Juvenile Detention Facilities.** Clatsop County agrees to lease bed space when it is available in the Clatsop County Juvenile Detention facility at Warrenton, Oregon. It is understood and agreed that Clatsop County shall have no obligation to lease to Pacific County any space except as it is available.

2. **Confinement Daily Fee.** Pacific County agrees to pay Clatsop County The daily rate each day or portion of a day for each Pacific County juvenile offender as follows:

   (a) One Hundred Forty Dollars ($140) per bed per day for the normal care and maintenance of juveniles plus the cost of any additional services as set forth below, rendered by Clatsop County to juveniles detained by Pacific County.

3. **Method and Time of Payment of Fee.** The amounts under the terms of this agreement shall be due and payable by Pacific County within 30 days from and after receipt of an itemized invoice from Clatsop County.

4. **Obligations.** Pacific County has the following obligations for its youth in the facility:

a) Provide Clatsop County with current information identifying those persons authorized to refer juveniles to the facility as provided herein.

b) Arrange transportation to and from the facility.

c) Provide any required written evidence of authorization to detain or release any juvenile referred hereunder.

d) Reimburse Clatsop County at the same rate it pays health care providers, for agreed expenses incurred in provision of medical services. Clatsop County will consult with Pacific County prior to providing medical services, except in the case of a life threatening emergency.

e) Contact parents and guardians of juveniles placed in detention, and provide any other notice required by law.

f) Provide Clatsop County timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Pacific County Juveniles.

5. **Indemnification and Hold Harmless Agreement.** It is understood by parties that any and all employees of the Clatsop County Juvenile Detention Center are employees of Clatsop County and are not employees, agents, or representatives of Pacific County unless acting at the specific instance of or on the instruction of Pacific County. Subject to the Oregon Constitution and the Oregon Tort Claims Act, Clatsop County shall be responsible for any liability arising from the operations of the Clatsop County Juvenile Detention Center and shall defend and indemnify Pacific County for any negligence or intentional acts by Clatsop County's officers, agents and employees. Subject to the Oregon Constitution and the Oregon Tort Claims Act, if Clatsop County is sued for wrongful detention of juveniles placed by Pacific County under this Agreement, Pacific County shall defend and indemnify Clatsop County for said wrongful detention.

6. **Term of Agreement.** The term of this Agreement shall be from January 1, 2014 until midnight December 31, 2014 unless terminated by either party on 15 days written notice to the other.

7. **Authority to Confine.** Pacific County shall be solely responsible for insuring that the detention facility meets the standards for detention facilities set forth in RCW 13.40.038. In the event that Pacific County determines, at any time, that the facility fails to meet these standards, then Pacific County shall immediately notify Clatsop County, in writing, of the concerns. The parties recognize that Washington laws currently allow detention of juveniles not permitted to be detained in Oregon. Pacific County shall solely be responsible for assuring that Pacific County juveniles held in detention meet all requirements of Oregon law.

8. **Place of Making.** Nothing in this Agreement shall be construed as a waiver of the State of Oregon's right to be subject to suit only in the courts of Oregon. Further, Clatsop County, and its officers, agents and employees, shall be subject to no liability or obligation arising out of this Agreement that would not be recognized and enforced against them by the courts of the State of Oregon.

EXECUTED THE DATE AND YEAR FIRST ABOVE WRITTEN.

PACIFIC COUNTY, WASHINGTON

_____

County Commissioner Date

_____

County Commissioner Date

_____

County Commissioner Date

ATTEST:

_____

Clerk of the Board Date

CLATSOP COUNTY, OREGON

_____

County Manager Date

APPROVED AS TO FORM:

_____

Counsel for Clatsop County Date