

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and TILLAMOOK COUNTY**

**1. PARTIES TO AGREEMENT**

This Agreement between Tillamook County, hereafter called Tillamook, 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 Tillamook. These services are further described in section 5.

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective upon the date of last signature and through November 30, 2023 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year 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 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 or Tillamook may terminate this agreement effective upon delivery of written notice to other party 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 Marion to provide the services required by this agreement is for any reason denied, revoked or not renewed.

- d. If Marion fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. 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 Tillamook, fails to correct such failure(s) within ten (10) days or such longer period as Tillamook 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 \$5000. Payments under this contract shall be made on a cost reimbursement basis according to the following terms: \$162.00 per day, per bed plus any additional costs as specified in Section 5.

4.2 Requests for payment shall be submitted to Tillamook monthly to the attention of: Matthew Thenell at the following address: 201 Laurel Avenue Tillamook, OR 97141.

#### **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 either sex shall be admitted upon placement by an authorized member of Tillamook 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 requirement of Facility regulation or when it lacks adequate bed space, or when it appears that the physical condition of the placed juvenile requires immediate medical attention.

###### **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 County.

2. Marion shall assign a detention staff person to each placed juvenile as 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. 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 Tillamook with immediate notice of such services, and Tillamook shall reimburse Marion for any expenses connected therewith.

C. Release Services

Marion shall release juveniles placed under this Agreement only upon notification by persons authorized by Tillamook as pursuant to court order, and only to such person, persons, or agency as such notification or order may direct; provided, however, that Marion, upon written notice to Tillamook 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 Tillamook from the duty to monitor the period that a juvenile is detained in Marion under this Agreement, and it shall be the responsibility of Tillamook to defend and hold Marion harmless from any claim on 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, TILLAMOOK SHALL:**

1. Obtain as required by ORS 419.575 such designations and permissions as shall permit implementation of this Agreement.
2. Provide Marion current information as to the identities of persons authorized to place juveniles as provided herein.
3. Provide all transportation to and from the Facility at no expense to Marion.
4. Provide any required written evidence of authorization or other reports necessary to detain or release any juvenile placed hereunder.
5. 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.

6. 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.
7. Pay Marion for expenses incurred by Marion pursuant to Section 5.2E, and for admissions for youth care days used at the rate of \$162 per youth care day, within 30 days of billing.
8. 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 juvenile's parents or legal guardians prior to placement with Marion.
9. Furnish immediately to Marion, in writing, judicial order of placement, social history, visitation restrictions and specialized programming which would affect detention care and supervision of a placed juvenile.
10. 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. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **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. 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.

## **11. NOTICES**

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

For Tillamook:

Matthew Thenell, Director  
Tillamook County Juvenile Dept.  
201 Laurel Avenue  
Tillamook, OR 97141

For Marion:

Troy Gregg, Director  
Marion County Juvenile Dept  
2960 Center St NE  
Salem, OR 97301

## 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

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



Department Director or designee

10/26/2021

Date

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

N/A

Chief Administrative Officer

Date

Reviewed by Signature: \_\_\_\_\_

N/A

Marion County Legal Counsel

Date

Reviewed by Signature: \_\_\_\_\_



Marion County Contracts & Procurement

Oct. 29, 2021

Date

### TILLAMOOK COUNTY JUVENILE DEPARTMENT

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

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

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