



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: AGREEMENTS Item No:

Date: June 24, 2019

Originating Department: JUVENILE DEPARTMENT

Issue: Approve a continuing intergovernmental agreement with Lake County for the fiscal year 2019-2020 placement of Lake County youth in the Klamath County Juvenile Detention Home (JDH).

Background: Klamath County agrees to provide a minimum of 220 bed days to Lake County. Lake County agrees to pay \$110.00 per day for bed days used. The agreement specifies that Lake County will pay Klamath County for the minimum of 220 bed days for the fiscal year.

Fiscal Impact: Potential minimum revenue for the Juvenile Department of \$24,200.00.

Recommended Motion: Approve the Intergovernmental Agreement between Klamath County and Lake County for Fiscal Year 2019-2020. Potential impact of a minimum revenue for the Juvenile Department of \$24,200.00.

DONE AND DATED this _____ day of _____, 20__.

_____	_____	_____
Chair	Vice-Chair	Commissioner
Approved <input type="checkbox"/>	Approved <input type="checkbox"/>	Approved <input type="checkbox"/>
Denied <input type="checkbox"/>	Denied <input type="checkbox"/>	Denied <input type="checkbox"/>

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered by and between Klamath County, a political subdivision, and Lake County, a political subdivision, is made and entered on the date indicated herein:

WHEREAS Lake County wishes to contract with Klamath County for the placement of youths in the Klamath County Detention Facility from July 1, 2019 through June 30, 2020. Both parties acknowledge and agree that the effective date may be prior to agreement signature date; and

WHEREAS Klamath County has room for said placement during the said time and is in agreement with said placement.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Klamath County, through the Klamath County Juvenile Department, will guarantee to Lake County, through its Juvenile Department, two hundred twenty (220) days to a maximum of three hundred sixty-five (365) days of care in the Klamath County Juvenile Detention Home for youth from Lake County.
2. At no time shall Klamath County house more than one (1) youth from Lake County in juvenile detention, unless prior agreement is made between the juvenile departments of both counties.
3. In consideration for the guarantee of the care indicated herein, Lake County will lease a bed from Klamath County at the rate of ONE HUNDRED TEN DOLLARS (\$110) per day, for a minimum of two hundred twenty (220) days per year for TWENTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$24,200), to a maximum of 365 days per year for FORTY THOUSAND ONE HUNDRED AND FIFTY DOLLARS (\$40,150). Klamath County shall provide to Lake County quarterly billing statements by September 30, December 31, March 31, and June 30, each quarter for the minimum of fifty-five (55) days in the amount of SIX THOUSAND FIFTY DOLLARS (\$6,050). Lake County agrees to pay these quarterly billings plus any additional amount over the minimum owed if bed leases exceed the minimum of fifty-five (55) days during that quarter. All bed leases shall be for the rate of ONE HUNDRED TEN DOLLARS (\$110) per day.
4. Youth committed to the Klamath County Facility by Lake County will meet admissions criteria of the Klamath County Juvenile Detention Home. All court hearings pertaining to youth committed by the Lake County Juvenile Court shall be held in Lake County. Statutory requirements for court hearings and orders shall be met by the Lake County Juvenile Court. Copies of court orders of commitment or statements of probable cause shall be supplied to Klamath County Juvenile Department when the youth is delivered.

Youth placed by Lake County in the Klamath County Juvenile Detention Home shall be authorized by telecommunications by the Lake County Juvenile Department prior to the arrival of the youth in Klamath County.

5. Lake County will provide all transportation between Lake County and the Klamath County of youths committed to the Juvenile Detention Home by Lake County.
6. Lake County will assume ultimate responsibility for payment of any necessary medical care for Lake County youths committed to the Juvenile Detention Home, other than initial medical screening on entry, if it is not possible to obtain payment from any other source.

7. Lake County agrees to indemnify and hold Klamath County harmless for all costs and damages arising out of any acts of negligence committed by Lake County or its employees with the respect to youths committed by Lake County, and Klamath County agrees to indemnify and hold Lake County harmless for all costs or damages arising out of any acts of negligence committed by Klamath County or its employees.
8. 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 provision herein which would conflict with law is deemed inoperative to that extent.
9. This contract may be terminated by either party on the giving of thirty (30) days written notice and shall become effective upon its execution by the Board of Commissioners of Klamath County and the Board of Commissioners of Lake County. Upon termination all obligations will be adjusted on a pro rata basis.
10. This contract and any amendments to this contract shall be in writing and will not be effective until approved by the Board of Commissioners from Klamath County and the Board of Commissioners of Lake County.

DATED THIS _____ DAY OF _____, 2019

**KLAMATH COUNTY
BOARD OF COMMISSIONERS**

COUNTY COMMISSIONER

COUNTY COMMISSIONER

COUNTY COMMISSIONER

APPROVED AS TO FORM

COUNTY COUNSEL

APPROVED AS TO CONTENT

DEPARTMENT HEAD

**LAKE COUNTY
BOARD OF COMMISSIONERS**

COUNTY COMMISSIONER

COUNTY COMMISSIONER

COUNTY COMMISSIONER

APPROVED AS TO FORM

COUNTY COUNSEL

APPROVED AS TO CONTENT

DEPARTMENT HEAD