

**AGREEMENT BETWEEN ADA COUNTY AND
SOUTHWEST IDAHO JUVENILE DETENTION CENTER AND
THE IDAHO STATE DEPARTMENT OF JUVENILE CORRECTIONS FY 2025**

THIS AGREEMENT BETWEEN ADA COUNTY AND SOUTHWEST IDAHO JUVENILE DETENTION CENTER AND THE IDAHO STATE DEPARTMENT OF JUVENILE CORRECTIONS FY 2025 ("Agreement") is made and executed on _____, 2024, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, ("Ada County"), Southwest Idaho Juvenile Detention Center, by and through Canyon County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho ("SIJDC"), and Idaho Department of Juvenile Corrections ("IDJC").

WITNESSETH

WHEREAS, SIJDC, Ada County and IDJC are authorized by law to provide maintenance for children for emergency and other care pursuant to the provisions of Title 20, Chapter 5, Idaho Code; and

WHEREAS, IDJC is authorized to enter into agreements with local governmental agencies for temporary placement of juveniles, pursuant to Idaho Code § 20-504(14) and Idaho counties are authorized to enter into agreements with IDJC, pursuant to Idaho Code § 31-604(3) and § 20-517; and

WHEREAS, SIJDC, Ada County and IDJC operate detention or corrections facilities for the custody, correctional treatment and control of children, pursuant to the requirements of Title 20, Chapter 5, Idaho Code; and

WHEREAS, SIJDC, Ada County and IDJC have a duty to operate secure detention and corrections facilities and maintain a responsibility to those juveniles committed to said facilities; and

WHEREAS, SIJDC, Ada County and IDJC desire to mutually cooperate with each other in the event of an emergency evacuation at any such detention or correctional facility, in such a manner as to safeguard the well-being and safety of those juveniles committed to their respective care;

NOW, THEREFORE, and in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby agreed:

1. To the extent possible, SIJDC will allow male and female juvenile offenders under the jurisdiction or control of either Ada County (“Ada County Juveniles”) or Idaho Department of Juvenile Corrections (“IDJC Juveniles”) to be temporarily housed at the Southwest Idaho Juvenile Detention Center when there exists any situation that would prohibit housing and require evacuation of Ada County Juveniles or IDJC Juveniles.

2. To the extent possible, Ada County will allow male and female juvenile offenders under the jurisdiction or control of SIJDC (“SIJDC Juveniles”) or IDJC Juveniles to be temporarily housed at the Ada County Juvenile Detention Center in any situation that would prohibit housing and require evacuation of SIJDC Juveniles or IDJC Juveniles.

3. To the extent possible, IDJC will allow Ada County Juveniles or SIJDC Juveniles to be temporarily housed at IDJC’s Juvenile Correction Center-Nampa in any situation that would prohibit housing and require evacuation of Ada County Juveniles or SIJDC Juveniles.

4. During any time period that any juveniles from an evacuated facility (“Sending Facility”) are housed in another facility (“Receiving Facility”), Receiving Facilities shall, to the

extent possible, adhere to the standards for detention provided in Idaho Code § 20-518, including supervision and observation of detained juveniles, sufficient to protect the physical and mental health of the juveniles; the provision of three adequate and nutritional meals per day; access to appropriate reading material, the provision of educational programs, and a visiting program to allow for family visits.

5. During any period that juveniles from a Sending Facility are housed in a Receiving Facility, staff from the Sending Facility will be assigned to supervise said juveniles at the Receiving Facility. Staffing ratios for said juveniles should be equal to or greater than any ratio required by the Idaho Department of Juvenile Corrections Standards for Secure Juvenile Detention Centers, IDAPA 5.01.04.240.

6. During any period that juveniles from a Sending Facility are housed in a Receiving Facility, the Receiving Facility will endeavor to furnish bedding and laundry items for said juveniles, as soon as possible.

7. During any period that juveniles from a Sending Facility are housed in a Receiving Facility, the Receiving Facility will furnish three adequate and nutritious meals per day to said juveniles. All actual costs incurred by the Receiving Facility for meals provided will be billed to the Sending Facility.

8. During any period that juveniles from a Sending Facility are housed in a Receiving Facility, the Receiving Facility will furnish necessary medical services for said juveniles. All actual costs incurred by the Receiving Facility for such medical services will be billed to the Sending Facility. If requested, the Sending Facility will endeavor to send its medical staff to the Receiving Facility to assist in providing medical services for said juveniles.

9. During any period that juveniles from a Sending Facility are housed in a Receiving Facility, the Receiving Facility will endeavor to make available all resources that are necessary to care for said juveniles, including reading material, educational resources, correctional treatment programs and access to family visits. All actual costs incurred by the Receiving Facility will be billed to the Sending Facility. The Sending Facility, to the extent possible, will assist the Receiving Facility in providing these resources.

10. During any period that juveniles from a Sending Facility are housed in a Receiving Facility, the Receiving Facility will, to the extent possible, provide the supervision necessary to prevent juveniles from a Sending Facility from damaging the Receiving Facility. However, all actual costs for damages to a Receiving Facility caused by juveniles from a Sending Facility will be billed to the Sending Facility.

11. The Sending Facility will be solely responsible for all costs associated with the transportation of any juveniles to and/or from Receiving Facility.

12. Neither the Receiving Facility nor the Sending Facility shall discriminate against any juvenile placed in its care based on race, color, creed, national origin, gender or disabilities.

13. No officer, agent, or employee of Sending Facility or Receiving Facility shall be entitled to receive any personal benefit under any provision of this Agreement.

14. During any emergency event that would mandate evacuation of any juveniles from a Sending Facility to a Receiving Facility, Sending Facility will contact both potential Receiving Facilities as soon as possible. All parties will endeavor to reach a decision as to which facility should serve as the Receiving Facility. The Sending Facility will endeavor to relay pertinent information including the number of juveniles requiring evacuation, any special needs of any evacuated juveniles, and the estimated time of arrival.

15. To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, *et seq.*), each Sending Facility agrees to indemnify and hold harmless any Receiving Facility, its officers, employees, and designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the Sending Facility's negligent acts, errors or omissions in the performance of its services under the terms of this contract. Such indemnification and defense shall be limited to only those claims, and only to the extent that, each Sending Facility itself could be liable under state and federal statutes, regulations, common law, and other law.

16. This Agreement shall be in effect from October 1, 2024 and continue in effect until September 30, 2025. This Agreement may be renewed annually, thereafter, for one-year terms from October 1 through and including September 30 of each year, by writing duly executed by all the parties hereto. Any party may withdraw from this Agreement by giving the other parties written notice at least thirty (30) days prior to the intended date of withdrawal. This Agreement will continue in effect so long as two (2) parties remain subject to the Agreement. This Agreement will automatically terminate upon the withdrawal of two (2) parties to this Agreement.

17. It is expressly acknowledged and agreed that the parties to this Agreement shall observe any confidentiality provisions that may be contained in the Idaho Code, county, state and/or federal regulations, pertaining to any records which may be involved in the performance of this Agreement.

18. If any provision of this Agreement is found, for any reason, to be unenforceable, the remainder of the Agreement, to the extent allowed, shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties.

19. This Agreement may be modified or amended only by a writing duly executed by all the parties hereto.

20. This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

21. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

22. Ada County, SIJDC, and IDJC shall comply with all standards set forth in the Prison Rape Elimination Act, 42 U.S.C. §§ 15601 *et seq.* (2003), and all applicable federal rules thereto, *see* 28 C.F.R. § 115 (2012). Said compliance shall be demonstrated by each agency undergoing an audit by a Department of Justice (DOJ)-Certified PREA Auditor within the allowed audit cycle as defined by the DOJ, *see* 28 C.F.R. 115.401, and submitting a successful final report to each of the other participating agencies.

23. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation insurance, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph. Each party shall provide a copy of said insurance upon request.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

Board of Canyon County Commissioners

By: _____
Leslie Van Beek, Commissioner

By: _____
Brad Holton, Commissioner

By: _____
Zach Brooks, Commissioner

ATTEST:

Rick Hogaboam, Canyon County Clerk

By: JROSS, Deputy Clerk
10.17.24

Idaho Department of Juvenile Corrections

By: _____
Ashley Dowell, Director