

**GEM COUNTY / CANYON COUNTY
JUVENILE DETENTION HOUSING AGREEMENT**

THIS JUVENILE DETENTION HOUSING AGREEMENT (the "Agreement") is entered into, by and between Canyon County, a political subdivision of the State of Idaho, and Gem County, a political subdivision of the State of Idaho, pursuant to the provisions of Title 20, Chapter 5, Idaho Code.

WHEREAS, the county commissioners of the several counties of Idaho are required by law to provide for the temporary detention and related care of juvenile offenders pursuant to the provisions of Title 20, Chapter 5, Idaho Code; and

WHEREAS, such detention and care can be provided, subject to the approval of the court, by a public agency other than a given county, provided such detention complies with the provisions of Idaho Code § 20-518; and

WHEREAS, Canyon County operates the Southwest Idaho Juvenile Detention Center, (the "Center") in a manner that complies with the provisions of Idaho Code § 20-518; and

WHEREAS, the administrative judge of Idaho's Third Judicial District has approved, by virtue of Administrative Order 2010-09, the Center for use by the counties of the Third District.

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

1. Canyon County will allow male and female juvenile offenders under the jurisdiction or control of Gem County ("Juveniles") to be temporarily housed at the Center and will treat all such Juveniles in the same manner as other juveniles housed at the Center in accordance with the rules and regulations of the Center and Canyon County.
2.
 - a. **Pre-Arrest Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. Gem County agrees that it must provide a court order authorizing said Juveniles' detention at the Center within twenty-four (24) hours, excluding weekends and holidays, of the commencement of the detention in accordance with the provisions of Idaho Code § 20-516(4) and (6). If said order is not obtained, Gem County will be responsible for assuming immediate custody.
 - b. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency nature or when such notification is not reasonably feasible. Prior notification shall be made by the Juvenile Probation Office of Gem County or their designee by contacting the Center. Unless detention is pursuant to Paragraph 2.a, all Juveniles transported to the Center will not be

admitted without a court order which authorizes said Juveniles' detention at the Center.

3. Gem County will be responsible prior to detention at the Center for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Gem County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the Center or by its staff, including, but not limited to, medical care or testing. It is expressly understood that Gem County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the Center and that all Juveniles shall be delivered by Gem County, at its expense, to and from the Center.
4. Gem County agrees to pay Two Hundred Thirty-Five Dollars (\$235.00) per twenty-four (24) hour day to Canyon County for each Juvenile that is detained at the Center for Gem County. This amount will be pro-rated on an hourly basis beginning with the time of admission to the Center and terminating at the time of release from custody at the Center. Gem County also agrees to pay the costs of prescription medication and other medical supplies including, but not limited to incontinence pads, special medical items, etc. Upon the annual renewal, if any, of this Agreement, the parties shall negotiate in good faith any modification of the daily cost of detention. Such cost shall be reasonably related to the expense of Canyon County in providing this service.
5. This Agreement shall be in effect from October 1, 2024, until September 30, 2025, ("Term"). Either party may terminate this Agreement during the term by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.
6. Gem County understands and agrees that bed spaces will only be provided on an "as available" basis. Canyon County agrees that bed space will not be unreasonably denied.
7. Gem County agrees that Canyon County may demand removal from the Center of any juvenile held for Gem County when a situation arises during detention which would have constituted grounds for refusing admittance of said juvenile pursuant to this agreement. If Canyon County demands removal of any such juvenile held for Gem County, Gem County agrees to immediately take physical custody of said juvenile and to transport said juvenile from the Center.
8. Canyon County reserves the right to refuse to admit any Juvenile under the jurisdiction of Gem County if the Juvenile is in need of medical treatment or if the Juvenile does not meet the criteria for admission to the Center pursuant to the provisions of law or court administrative order. Canyon County may also refuse admittance of a Juvenile if any of the following is true:

- a. The Juvenile is not accompanied by complete and proper documentation, including medical release.
 - b. The Juvenile is presently under the influence of alcohol, a controlled substance or other mind-altering substance unless transporting officer provides written documentation from a medical provider stating that the Juvenile is cleared for detention.
 - c. The Juvenile is in such an emotional, distraught, or mental state as to be a risk to themselves, other juveniles at the Center or to Canyon County employees at the Center.
 - d. The Juvenile is in need of medical treatment or has been injured prior to or during the arrest unless transporting officer provides written documentation from a medical provider stating that the Juvenile is cleared for detention.
9. Gem County shall be responsible for costs relating to any mental commitment proceedings of Juveniles being detained at the Center for Gem County that arise during the period of that Juvenile's detention.
 10. Canyon County agrees to certify to Gem County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, Canyon County agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of Gem County or its attorney at reasonable times.
 11. Neither Canyon County nor Gem County shall discriminate as to Juveniles placed and cared for because of race, color, creed or national origin.
 12. Subject to the provisions of the Idaho Tort Claims Act, each County agrees to indemnify the other County against any claims, demands, actions or suits arising out of, or in connection with, the detention of juveniles pursuant to this Agreement and which are based on the actions or failure to act of the indemnifying County and/or its employees.
 13. The terms of this Agreement are severable. Should a court of competent jurisdiction determine that any portion of the Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of the Agreement shall remain in full force and effect.
 14. Gem County's obligations under this Agreement shall be contingent upon Gem County appropriating the necessary funds for payment to Canyon County in each fiscal year during the term of this Agreement.

15. It is expressly acknowledged and agreed that the parties to this Agreement shall observe the confidentiality of information provisions of law, and all county, state and federal regulations pertaining to any records, access to which is provided by Gem County or Canyon County for purposes directly connected with the administration of investigations.
16. 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.
17. In the event of any litigation arising under, or as a result of, this Agreement, the prevailing party shall recover its costs and reasonable attorney fees, including any appeal.
18. This Agreement may be modified or amended only by a writing duly executed by both parties.
19. 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.

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

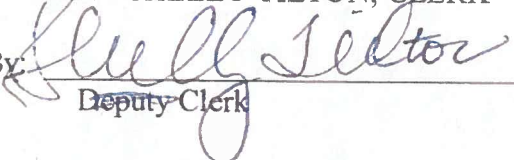
DATED this 16th day of September, 2024.

**BOARD OF COUNTY COMMISSIONERS
GEM COUNTY, IDAHO**

X Motion Carried Unanimously
 Motion Carried/Split Vote Below
 Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Bill Buttici	<u>✓</u>	_____	_____
 _____ Commissioner Mark Rekow	<u>✓</u>	_____	_____
 _____ Commissioner Kirk C. Wille	<u>✓</u>	_____	_____

ATTEST: SHELLY TILTON, CLERK

By: 

Deputy Clerk

DATED this 17th day of October, 2024.

SOUTHWEST IDAHO JUVENILE DETENTION CENTER

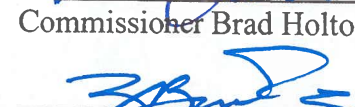


Sean Brown, Director

DATED this 17th day of October, 2024.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	☐	☐	☐
 Commissioner Brad Holton	☒	☐	☐
 Commissioner Zach Brooks	☒	☐	☐

ATTEST: RICK HOGABOAM, CLERK

By: JR088
Deputy Clerk