

OREGON JUVENILE DEPARTMENTS MUTUAL AID COMPACT AGREEMENT

The Oregon Juvenile Department Directors' Association has a common interest in public safety and spending County resources efficiently and fairly between counties. It is the intent of the Mutual Aid Agreement to create guidelines and communication protocols for case transfers and courtesy supervision between counties; outline expectations for utilization of detention; and establish protocols regarding jurisdiction and supervision of youth with a qualifying disposition which shall include but is not limited to: adjudication, probation, formal accountability agreement, conditional release agreement, or any type of informal supervision of youth in out of County placements.

I. COMMUNICATION PROTOCOL

- A. Each juvenile department should designate a contact person or persons, and a backup to make decisions regarding transfer. The default contact person would be the juvenile department director.
- B. Courtesy contact shall be a common practice.
- C. As soon as practicable, provide notification of any out-of-County placement on any of the above-listed circumstances. At times a DA or Judge may make decisions that are outside the control of this agreement and the juvenile department. Communicate as soon as possible with the affected County on any decision made by another entity that falls outside of this agreement.
- D. Discuss placement of youth before movement occurs, when possible.
 - 1. Transfer- When legal jurisdiction is moved from one County juvenile court to another County juvenile court through an official court process and order.
 - 2. Courtesy Supervision- defined as providing supervision of a youth at the request of their County of jurisdiction for youth for; Conditional Release, FAA, Diversion, or Probation
 - 3. Out of County placement- any form of placement outside of their County of residence or jurisdiction. Could include; family member, ODHS, OYA, DD Services foster care or residential placements.
 - 4. County of Jurisdiction – County where the youth is currently under supervision or pending court proceedings.
 - 5. County of Residence – County where the youth and/or guardian reside.
- E. Develop protocols in each department related to all provisions of this agreement.
- F. Communicate with other counties and other affected parties.
- G. Clarify who is responsible for supervision of each youth.

II. TRANSFERS (All Transfers require an OJDDA Cover Sheet like ICJ)

- A. Notification: Contact the receiving County to notify them that a case may be transferred and follow all communication protocols set forth in this Agreement.
- B. Venue: Defined in 419C.013(1)(a).
- C. Disposition: Consult with the receiving County about where to conduct the disposition, and the dispositional recommendations. (Ensure the receiving County has resources SO TX, A County may request courtesy supervision instead of transfer. (Refer to III. Courtesy Supervision). If the likely outcome of disposition is commitment to OYA, then the case should not be considered for transfer of jurisdiction.

D. Orders of Transfer:

1. It is recommended that the receiving County contact the youth and family to verify residence upon receiving notice of intent to transfer jurisdiction. .
2. The receiving County will assume jurisdiction for the case when the order accepting transfer is signed.
3. The sending County will provide a copy of the department's social file, probation conditions, and copies of the legal file with the order of transfer. The sending County will update all JJIS case information and enter the order into JJIS. The sending County will communicate any unmet probation conditions, number of community service hours remaining, a current youth photo, outstanding restitution with information on payment location and schedule, assessments and any social history and case planning information which is not contained within JJIS, including which parents or guardians have legal custody of the youth.
4. The sending County will update all victim information in JJIS, including victim requested rights.

III. COURTESY SUPERVISION

A. Courtesy Supervision instead of Transfer should be considered when:

1. The youth will be living with an adult who is not the parent/legal guardian.
2. The youth will be living with a parent/legal guardian who has had limited prior contact with the youth.
3. The case is within six months of closing or termination.
4. The living situation is unstable or uncertain.
5. There is a history of family frequently moving between counties.
6. Youth has a significant referral history.
7. Youth has an assessment which recommends a residential level of care and/or may be at risk of commitment to the Oregon Youth Authority
8. Notification is required on Formal Accountability Agreement cases where a Formal Accountability Agreement must be authorized by the DA's office, as per ORS 419C.230.

B. Courtesy Supervision Protocol

1. Notify receiving County at first knowledge of relocation; best practice via phone call and follow up email.
2. Negotiate length of courtesy supervision, not to exceed six months unless extenuating circumstances exist or service related.
3. Provide social and legal history not contained in JJIS prior to youth's arrival in the receiving County if possible.
4. Provide a written synopsis of case, including legal issues and the anticipated length of supervision.
5. Handling of restitution varies from County to County, so restitution payments and handling must be thoroughly discussed between the sending and the receiving County.

IV. RELATED DELINQUENCY MATTERS

A. New Law Violation

1. A youth who commits a law violation while outside of their County of jurisdiction, is subject to the determination of the County Juvenile Department and/or DA in which the alleged new act was committed, or their designee, as per 419C.013 and ORS 419C.250 in determining if a petition will be filed. If they choose not to take any action, the matter will be referred back to the original County of jurisdiction.
2. Decisions regarding which County handles new law violations should take into consideration the best interest of, the victim(s), witnesses, the youth, and public safety.

B. Technical Probation and Conditional Release Violations

1. Transfers: To be handled by current County of jurisdiction.
2. Courtesy Supervision: To be negotiated between sending and receiving counties at the time of violation.
3. Out of County Placements:
 - a. When notification has been made, courtesy supervision has NOT been requested handling of violations to be negotiated between the involved counties at the time of violation.
 - b. While out of County of residence handling of violations to be negotiated between the involved counties at the time of violation.

V. DETENTION COURTESY HOLDS

A. When an out-of-County youth may be detained under 419C.145:

1. Each County should hold youth in custody on warrants or probation violations from other counties at the County's request for 24 hours or until the following workday, without charge to the County of residence. Extended stays may be considered for public safety. (Please reference Detention of 18-year olds under V.D.1.)
2. If capacity is a problem, the facility may use a standard summons directing the youth to appear in the court of the resident County, or a conditional release directing the youth to appear in the Court of the resident County or the County where the youth is currently residing after approval with the resident County.
3. The resident County shall be notified about their youth entering into a detention center. The County where the offense occurred has first right to prosecute before handing it off to the resident County. This should be a conversation between the counties on where the best place to move forward with the pending charges is best handled. Consideration for victims and other witnesses shall be a strong consideration on where the case should be adjudicated. If after other considerations the resident County decides not to proceed on the pending criminal matter, they will notify the County where the incident took place who may proceed in the best interest of the youth, victim(s) and public safety.

B. Payment (Discussion on rates, billing, billing address, define workday, when 24 hr. start)

1. The County taking an out-of-County youth into custody will provide a 24-hour hold or until the following workday, without charge to the County of residence. Reference #3 above on cases involving new crimes in determining if the youth will be held as a courtesy or if the County where the new incident occurred is holding the youth on the new charges.
2. If the youth is not released, the two counties will consult about payment for additional detention use.

- C. Transportation
 - 1. Resident County is responsible for transportation or release decisions when youth held on warrants and probation violations from County of jurisdiction.
 - 2. When the County where a new criminal offense occurs proceeds on handling the matter there, this County would now be responsible for transportation or release decisions.
 - 3. Collaborate with resident County before release to determine options for picking up the youth.
- D. Detention of 18-year-old youth or transient youth.
 - 1. All counties will attempt to hold 18-year-old youth accountable based upon local practices for secure custody.
 - 2. If a youth has no ascertainable residence in any County in this state, the court of the County wherein the proceeding is initiated may adjudicate any petition.
- E. Detention Hearings
 - 1. The resident County has the primary responsibility for arranging court hearings.
 - 2. The resident County may conduct a telephonic/video hearing but must meet the 36-hour rule as outlined in ORS 419C.139.
 - 3. The resident County should communicate with County where youth is detained, within 24 hours of youth's admission to detention excluding weekends and holidays to discuss further action.
- F. After hours contact
 - 1. Each County will maintain a current "on-call" list of staff designated to make transfer, admission or release decisions for the department. County after hours contact information will be included on the OJDDA website.

VI. ALTERNATIVE SITES FOR EMERGENCY EVACUATION OF DETENTION

- A. A significant emergency event (natural disaster, widespread utility disruption, hazardous material incident, etc.) could make it impossible for an impacted County juvenile detention facility (Emergency County) to continue to detain juveniles within the facility.
- B. In anticipation that all County juvenile detention centers will not be simultaneously impacted, other County facilities will provide emergency beds to assist in the crisis under the following conditions:
 - 1. The County with a facility that has not been impacted (Assisting County) has beds available for use.
 - 2. The Emergency County will utilize facilities in their geographic region first, before seeking assistance outside the geographic region.
 - 3. The Emergency County will prioritize high risk and public safety risk youth for detention in the alternate facility.

C. MUTUAL Obligations

- 1. The Assisting County will allow the Emergency County to move delinquent youth legally able to be detained to the designated juvenile facility of the Assisting County.
- 2. The Assisting County will allow the Emergency County necessary access to the center in order to supervise the Emergency County's youth, based on agreement of the Emergency and Assisting County Juvenile Department Directors.
- 3. The Emergency County will enter into an agreement with the Assisting County for daily rates, including incidental costs above normal housing. The agreement will include terms of payment based on the agreement between counties. Invoices will be provided at 30, 60 and 90 days.

4. Payment from the Emergency County to the Assisting County will be within 30 days of receipt of a detailed invoice, unless emergency conditions are such that payment is not possible.

D. EMERGENCY COUNTY Obligations

1. If a significant emergency event occurs, Emergency County will review all youth housed in detention and determine highest priority of safety risk.
2. The Emergency County, through its Juvenile Director, or the Director's authorized designee will contact the Assisting County, through its Juvenile Director, or the Director's authorized designee and request permission to use detention beds to house youths.
3. The Parties will work together cooperatively to identify the appropriate number of beds, staffing levels, and other resources to allow the Emergency County to safely house youth.
4. The Emergency County will provide the following:
 - a. Sufficient staffing for supervision and security of Emergency County youth at the Assisting County detention center based on agreement of the Emergency and Assisting County Juvenile Department Directors.
 - b. To the extent possible, supply the bedding, clothing, medication, and hygiene products needed by Emergency County youth and staff based on agreement of the Emergency and Assisting County Juvenile Department Directors.
 - c. Transportation of delinquent youth to Assisting County facility.
 - d. Transportation of youth for Court hearings or other required transports.

E. ASSISTING COUNTY Obligations

1. Food services for detained youth. Food shall meet national and state nutritional standards.
2. Medical services for detained youth.
3. Crisis and stabilization mental health counseling services.
4. Educational services for detained youth jointly determined by the contracted educational providers and ODE.
5. Recreational opportunities for detained youth.

VII. DISPUTE RESOLUTION PROCESS

- A. All disputes regarding matters referred to in this compact will be handled at the lowest possible management level keeping the best interest of public safety, youth, family and victims as the primary consideration.
- B. Upon unresolved disagreement between counties, Directors from each of the counties involved will try to resolve the issue using the following as guidance:
 1. **Process guidelines**
 - a) Focus on restorative practices, aiming for reconciliation and mutual understanding.
 - b) Center relationship building by listening to understand.
 - c) Honor each County's unique values and beliefs while prioritizing youth development.
 2. **Guiding principles**
 - a) Restorative Practices: Encourage dialogue, accountability, and repair of harm.
 - b) Developmental Approach: Consider the developmental needs and best interests of youth.
 - c) OJDDA Values: Align actions with fairness, equity, integrity, and collaboration.

3. **Process Overview**

- a) Initiation of Resolution:
 - 1) Acknowledge the dispute within 5 business days.
 - 2) Notify parties involved, emphasizing confidentiality and respect.
- b) Restorative Meeting:
 - 1) Conduct a facilitated meeting with a neutral director or consider using trained restorative justice mediators if needed.
 - 2) Ensure all parties have equal opportunity to express their perspectives and concerns.
- c) Joint Problem-Solving:
 - 1) Collaboratively identify underlying issues and explore solutions.
 - 2) Encourage creative and flexible approaches tailored to specific circumstances.
- d) Agreement Development:
 - 1) Draft a resolution agreement focusing on restoring relationships and addressing all parties' needs.
 - 2) Seek consensus and voluntary commitment.
- e) Monitoring and Review:
 - 1) Implement a follow-up plan to ensure compliance and address any ongoing concerns.
 - 2) Schedule regular reviews and provide support for continuous improvement.
 - 3) Share any learning and successes with full membership, using discretion as necessary.

4. **Acknowledging Differences**

- a) Celebrate diversity of practice and philosophy among counties.
- b) Establish forums for continuous dialogue and shared learning.
- c) Align this process with existing policies to ensure smooth integration.

Those listed below agree to this Mutual Aid Compact Agreement and agree to educate their Department employees and follow established protocols.

AGREEMENT IN WHOLE SIGNED BY & VOTED ON:

Revision approved on January 22, 2026 by parties below:

Staci Erickson, Director, Baker County Juvenile
Derik Hering, Supervisor, Benton County Juvenile
Alice Perry, Interim Director, Clackamas County Juvenile
Kelly Braaten, Director, Clatsop County Juvenile
Stacia Tyacke, Assistant Director, Columbia County Juvenile
Michael R. Crim, Director, Coos County Juvenile
Erika Frickey, Director, Crook County Juvenile
Christine Neil, Director, Curry County Juvenile
Deevy Holcomb, Director, Deschutes County Community Justice
Sonya Littledeer-Evans, Dep. Director, Deschutes Co. Juvenile Justice
Wendy Lang, Director, Douglas County Juvenile
Amy Nation, Director, Gilliam County Juvenile

Greg Rikhoff, Director, Lane County Community Justice
Patti Robb, Director, Lane County Youth Services
Tony Campa, Director, Lincoln County Community Justice
Torri Lynn, Director, Linn County Juvenile
Ted Martinez, Director, Malheur County Juvenile
Troy Gregg, Director, Marion County Juvenile
Christy Kenny, Director, Morrow County Juvenile
Dr. Kyla Armstrong-Romero, Multnomah County Juv. Services Division
Jodi Merritt, Director, Polk County Community Corrections
Rich Robison, Supervisor, Polk County Juvenile
Amber DeGrange, Director, Sherman County Juvenile
Matt Thenell, Director, Tillamook County Juvenile

Oregon Juvenile Departments Mutual Aid Compact Revised January 22, 2026

Michael McManus, Director, Grant County Juvenile
Kortney Fritts, Director, Harney County Juvenile
Robbie Johnson, Director, Hood River County Juvenile
Kiki Parker -Rose, Director, Jackson County Community Justice
Robert Rodriguez II, Director, Jefferson County Community Justice
Lacy DeLaCruz, Dep. Director, Jefferson County Community Justice
Scott Hyde, Director, Josephine County Community Justice
Dan Golden, Director, Klamath County Juvenile
Jake Greer, Director, Lake County Juvenile

Digna Moreno, Dep. Director, Umatilla County Youth Services
Odin Miller, Director, Union County Juvenile
Mandy Decker, Director, Wallowa County Juvenile
Molly Rogers, Director, Wasco County Youth Services
Jennifer Clearly, Director, Washington County Juvenile
Brandy Hornbrook, Director, Wheeler County Juvenile
Jessica Beach, Director, Yamhill County Community Justice
John Lynch, Manager, Yamhill County Juvenile Division