

MEMORANDUM OF UNDERSTANDING AMONG  
JUVENILE DETENTION FACILITIES  
AS TO RECIPROCAL AGREEMENT TO HOUSE YOUTH IN THE EVENT OF AN  
EMERGENCY/NATURAL DISASTER

The undersigned juvenile detention facilities agree that it is in the best interest of youth in detention to be transferred to a safe and secure facility in the event of an emergency which would place the youth at risk for harm in the youth's current placement.

An "emergency" as referenced in this Memo of Understanding shall be defined as any act or event that threatens the ability of a juvenile detention facility to safely house its population. Such emergencies include natural disasters (e.g., earthquakes, floods, etc.), facility fires, acts of terrorism, and medical emergencies (e.g., a chicken pox epidemic among a group of minors)

The undersigned juvenile detention facilities further agree that it is in the best interests of youth to transfer youths in an emergency situation immediately and in some situations this may necessitate the transfer to and acceptance of juveniles without information regarding medication/critical necessities.

Accordingly, in order to further the purposes of this agreement, the participating counties agree to that each participating facility will accept youths detained in another participating facility in the event of an emergency. The receiving facilities obligation to accept youth from the sending facility is contingent on available bed space in the receiving facility.

Youth transferred pursuant to this agreement will be subject to the regular intake process of the receiving facility, including mental health and medical screenings.

Each participating facility agrees to hold an emergency transferred youth for up to 72 business hours at no charge. After 72 business hours, the sending facility will pay a \$75 per diem per youth transferred.

Each participating facility agrees to receive youth from another participating facility without paperwork if the sending facility is unable to supply the youth's paperwork due to the emergency situation. The sending facility agrees to provide information regarding medication/critical necessities within 24 hours.

Each participating facility agrees that when transferring a youth under the emergency housing agreement, the sending facility will provide transportation whenever possible.

Participating facilities each represent that this Memorandum of Understanding has been reviewed by legal counsel and that the signatories below are duly authorized to sign this Memorandum of Understanding.

1. AGREED ON BEHALF OF \_\_\_\_\_ COUNTY:

JUVENILE COURT OF \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Presiding Judge or Designate

\_\_\_\_\_  
Date

JUVENILE DETENTION FACILITY OF \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Detention Center Director or Designate

\_\_\_\_\_  
Date

2. AGREED ON BEHALF OF \_\_\_\_\_ COUNTY:

JUVENILE COURT OF \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Presiding Judge or Designate

\_\_\_\_\_  
Date

JUVENILE DETENTION FACILITY OF \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Detention Center Director or Designate

\_\_\_\_\_  
Date

3. AGREED ON BEHALF OF \_\_\_\_\_ COUNTY:

JUVENILE COURT OF \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Presiding Judge or Designate

\_\_\_\_\_  
Date

JUVENILE DETENTION FACILITY OF \_\_\_\_\_ COUNTY

\_\_\_\_\_  
Detention Center Director or Designate

\_\_\_\_\_  
Date

4. AGREED ON BEHALF OF \_\_\_\_\_ COUNTY:

JUVENILE COURT OF \_\_\_\_\_ COUNTY

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Presiding Judge or Designate Date

JUVENILE DETENTION FACILITY OF \_\_\_\_\_ COUNTY

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Detention Center Director or Designate Date