

ORIGINAL COPY

**PLACEMENT OF JUVENILES IN THE
EL DORADO COUNTY JUVENILE DETENTION FACILITIES**

AGREEMENT #781-S0711

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and the County of Amador, a political subdivision of the State of California (hereinafter referred to as ("Placing County");

WITNESSETH

WHEREAS, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Placing County desires to place a ward of its juvenile court in El Dorado's facility to the extent that such accommodation may exist; and

WHEREAS, it is the intent of the parties hereto that the placement of said ward(s) of the Juvenile Court conforms with all applicable Federal, State, and Local laws.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

- 1) The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado having two (2) contract bed with El Dorado County.
- 2) Placing County shall provide for the transportation of said juvenile to and from the El Dorado Juvenile Detention Facility(ies). The Placing County shall provide the Chief Probation Officer of El Dorado, or his/her designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release and any other documentation/information deemed necessary.
- 3) Placing County hereby agrees to pay El Dorado the sum of One Hundred dollars (\$100.00) per day per bed whether or not the bed is occupied.
- 4) Placing County agrees to pay or reimburse El Dorado or others rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:
 - A) The costs of any hospital, medical, dental and/or or surgical care/ treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Probation Officer of the Placing County. Or, in the case of an emergency, by the Superintendent of El Dorado Juvenile Detention Facility(ies);
 - B) The costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facility(ies);
- 5) The Placing County must bring any medication, of so prescribed, with the ward or the medication may be provided by the parent(s) or guardian(s) or the ward.
- 6) The Placing County shall indemnify and hold El Dorado harmless pursuant to Section 895.4 of the California Government Code against any loss arising out of the performance of this Agreement, except to the extent that any such loss is solely caused by the negligence or wrongdoing of the officers, employees and/or agents of El Dorado.

It is expressly understood and agreed all losses referred to herein include attorney fees, costs, verdicts, judgments, and/or settlements incurred by the Placing County in defense of any action. It is further agreed and understood that if any action is brought, the Placing County shall provide defense for the benefit of El Dorado.

- 7) On behalf of El Dorado, the County officer or employee with responsibility for administering this Agreement is Joseph S. Warchol II, Chief Probation Officer, or successor.

- 8) The parties to this Agreement represent that the undersigned executing this Agreement and are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.
- 9) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void and/or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 10) Any and all notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
PROBATION DEPARTMENT
471 PIERROZ ROAD
PLACERVILLE, CA 95667
ATTN: JOSEPH S. WARCHOL, II, Chief Probation Officer

or to such other location as El Dorado directs.

Notices to Placing County shall be addressed as follows:

COUNTY OF AMADOR
PROBATION DEPARTMENT
675 NEW YORK RANCH ROAD
JACKSON, CA 95642-2379
ATTN: MARK J. GIANNINI, CHIEF PROBATION OFFICER

or to such other location as the Placing County directs.

- 11) This Agreement shall become effective when fully executed by both parties hereto, and may be terminated at any time by El Dorado and/or Placing County upon thirty (30) days written notice to the other.
- 12) This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties. They incorporate and/or supersede all prior written or oral agreements or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By: Joseph S. Warcholl II Dated: 5-18-07
Joseph S. Warcholl II,
Chief Probation Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 7-17-07
By: Rusty Dupray
RUSTY DUPRAY Chair
Board of Supervisors
FIRST VICE-CHAIRMAN "County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: Stephanie Lyda Date: 7-17-07
Deputy Clerk

PLACING COUNTY

Dated: 6/27/07

By: Louis Boltano
Louis Boltano, Chair
Board of Supervisors
"Placing County"

ATTEST:

By: Priscilla Muranaga Dated: 6/27/07
Deputy Board Clerk