

# ORIGINAL

173-S0811

## CONTRACT FOR PLACEMENT OF JUVENILE COURT WARDS AT CRYSTAL CREEK JUVENILE DETENTION FACILITY

This contract is entered into by and between the County of Shasta (Shasta) and the County of El-Dorado (Placing County), for the purpose of allowing Placing County to place wards of the juvenile court in Shasta's Crystal Creek Juvenile Detention Facility on a space-available basis.

### **1. RESPONSIBILITIES OF PLACING COUNTY.**

- A. Placing County shall pay Shasta the sum of \$93.00 per day, or portion of the day, for each bed occupied by a Placing County ward.
- B. The rate specified in Section 1.A. may be adjusted by Shasta on or around the beginning of each fiscal year. Placing County agrees to pay such adjusted sum. Shasta shall give Placing County 20 days' written notice of any such adjustment.
- C. In addition to the payment provided in Section 1.A, Placing County shall pay all costs for the following:
  - 1. Costs of any hospital, medical or surgical care or treatment of the wards, including the costs of prescription medication;
  - 2. Costs of dental or orthodontic care for the wards;
  - 3. Costs of transportation and maintenance between Placing County and the Crystal Creek Juvenile Detention Facility; and
  - 4. Any and all workers' compensation costs for the ward, should Placing County's ward file a worker's compensation claim.

### **2. RESPONSIBILITIES OF SHASTA.**

- A. Shasta shall maintain and operate the Crystal Creek Juvenile Detention Facility pursuant to Article 15 of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code.
- B. Shasta shall accept Placing County's juvenile court wards at Shasta's discretion and on a space available basis.
- C. Shasta has developed and may, from time to time, modify its criteria for the acceptance of juvenile court wards. Shasta reserves the right to reject or return any ward of Placing County who Shasta determines is unfit for placement or continued placement at the Crystal Creek Juvenile Detention Facility.

**3. BILLING AND PAYMENT.**

Shasta shall periodically submit a statement of services rendered to Placing County. Placing County shall make payment within 20 days of receipt of Shasta's statement.

**4. TERM OF CONTRACT.**

A. This contract shall commence on the date that it is signed by the Shasta and shall terminate three years from that date.

B. Placing County shall not be obligated for payments hereunder for any future fiscal year unless or until Placing County's Board of Supervisors appropriates funds for this contract in County's budget for that fiscal year. In the event that funds are not appropriated for this contract, then this contract shall terminate as of June 30 of the last fiscal year. Placing County shall notify Shasta in writing of such non-appropriation at the earliest possible date.

**5. TERMINATION OF CONTRACT.**

A. If either party fails to perform in a timely and profession manner its obligations under this contract, or if either party violates any of the terms or provisions of this contract, then the party not in breach of the contract shall have the right to terminate this contract effective immediately upon giving written notice to the party in breach of the contract.

B. Either party may terminate this contract without cause on 30 days' written notice. Placing County shall pay Shasta for all work satisfactorily completed up to the time the last of Placing County's wards is removed.

C. Placing County may terminate this contract immediately upon oral notice should funding cease or be materially decreased during the term of this contract. In such event, Placing County shall immediately remove all wards placed with Shasta and pay Shasta for all work satisfactorily completed up to the time the last of Placing County's wards is removed.

D. Shasta's right to terminate this contract may be exercised by its Chief Probation Officer.

**6. ENTIRE CONTRACT; AMENDMENTS.**

A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. Placing County shall be entitled to no other benefits other than those specified herein. Placing County specifically acknowledges that in entering into and executing this contract, Placing

County relies solely upon the provisions contained in this contract and no others.

- B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

**7. NON-ASSIGNMENT OF CONTRACT; NON-WAIVER.**

Placing County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Shasta. The waiver by Shasta of any breach of any requirement of this contract shall not be deemed to be a waiver of any other breach.

**8. EMPLOYMENT STATUS.**

Shasta shall, during the entire term of this contract, be construed to be an independent contractor and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Placing County to exercise discretion or control over the professional manner in which Shasta performs the services which are the subject matter of this contract.

**9. INDEMNIFICATION.**

- A. Placing County shall defend, hold harmless and indemnify Shasta, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by Shasta, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Shasta) being damaged by the negligent acts, willful acts, or errors or omissions of the Placing County or any of Placing County's subcontractors, any person employed under Placing County, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Shasta.
- B. Shasta shall defend, hold harmless and indemnify Placing County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Placing County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Placing County) being damaged by the negligent acts, willful acts, or errors or omissions of Shasta or any of Shasta's subcontractors, any person employed under Shasta, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Placing County.

**10. INSURANCE.**

- A. Prior to referring juvenile court wards to Shasta, Placing County shall provide to the Shasta County Chief Probation Officer a letter of self-insurance evidencing commercial general liability insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect Shasta and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the Shasta.
  
- B. Placing County and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Placing County, subcontractor, Placing County's partner(s), subcontractor's partner(s), Placing County's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Placing County or subcontractor. Placing County hereby certifies that Placing County is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Placing County will comply with such provisions before placement of a juvenile court ward pursuant to this contract.
  
- C. With regard to all insurance coverage required by this contract:
  - 1. Any deductible or self-insured retention exceeding \$25,000 for Placing County shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  
  - 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Placing County shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Placing County may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the contract.
  
  - 3. All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees agents and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the*

*County*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.

4. Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
5. Placing County shall provide Shasta with an endorsement or amendment to Placing County's policy of insurance as evidence of insurance protection before the effective date of this contract.
  6. The insurance required herein shall be in effect at all times during the term of the contract. In the event any insurance coverage expires at any time during the term of the contract, Placing County shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event Placing County fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, Shasta may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
  7. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurances, Placing County shall provide Shasta a copy a certificate of insurance reflecting those limits.

**11. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.**

- A. If any claim for damages is filed with Placing County or if any lawsuit is instituted concerning Placing County's performance under this contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonable affect Shasta. Placing County shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this contract, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. The parties will observe and comply with all applicable federal, state and local laws, ordinances and codes which relate to the services to be provided pursuant to this contract.
- B. The parties will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. The parties represents that the parties are in compliance with and agrees that the parties will continue to comply with the Americans with Disability Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code section 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

**13. ACCESS TO RECORDS/RETENTION; HIPAA.**

County, federal and state officials shall have access to any books, documents, papers and records of the parties which are directly pertinent to the subject matter of this contract for the purpose of auditing or examining the activities of Shasta or Placing County. Except where longer retention is required by federal or state law, the parties shall maintain all records for five years after County receives final payment hereunder.

**14. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Placing County's failure to comply with state and federal child, family and spousal support reporting requirements regarding Placing County's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to

child, family and spousal support obligations shall constitute a default under this contract. Placing County's failure to cure such default within 90 days of notice by Shasta shall be grounds for termination of this agreement.

**15. LICENSES AND PERMITS.**

Shasta and Placing County shall possess and maintain all necessary court orders, licenses, permits, certificates and credentials required by laws of the United States, the State of California, County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by Shasta or Placing County. Failure to maintain the court orders, licenses, permits, certificates, and credentials shall be deemed a breach of this contract and constitutes grounds for the termination of the contract by Shasta or Placing County.

**16. CONFLICTS OF INTEREST.**

Placing County and Placing County's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this contract.

**17. NOTICES.**

A. Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Shasta: Shasta County Probation Department  
Attn: Chief Probation Officer  
1525 Court Street, 1<sup>st</sup> Floor  
Redding, CA 96001

If to Placing County: El Dorado County Probation Department  
Attn: Chief Probation Officer  
471 Pierroz Road  
Placerville, CA 95667

B. Notice shall be deemed to be effective two days after mailing.

**18. CONFIDENTIALITY.**

During the term of this contract, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the contract.

**19. SEVERABILITY.**

If any portion of this contract or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this contract, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this contract are severable.

**20. CONTRACT ADMINISTRATOR.**

The Placing County Officer or employee with responsibility for administering this Agreement is Joseph S. Warchol, II, Chief Probation Officer, or successor.

**CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE**

By: Joseph S. Warchol, II Dated: 7-6-07  
Joseph S. Warchol, II  
Chief Probation Officer

**IN WITNESS WHEREOF**, Shasta and Placing County have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
BRIAN J. RICHART  
Chief Probation Officer  
County of Shasta  
State of California

APPROVED AS TO FORM:  
KAREN KEATING JAHR  
Shasta County Counsel

By: \_\_\_\_\_

**PLACING COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors  
County of El Dorado

Date: \_\_\_\_\_

ATTEST:  
Cindy Keek, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_