

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and County of Mono, a political subdivision of the State of California, whose principal place of business is 57 Bryant Street (PO Box 596) Bridgeport, CA 93517, (hereinafter referred to as "Placing County");

**RECITALS**

**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; and

**NOW, THEREFORE**, County and Placing County mutually agree as follows:

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## **ARTICLE I**

**Scope of Services:** The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their 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.

The Placing County must bring any medication, if so prescribed, with the ward or the medication may be provided by the parent (s) or guardian (s) of the ward.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and may be terminated at any time by El Dorado and/or Placing County upon (30) days written notice to the other.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, Placing County agrees to pay El Dorado the sum of Ninety Dollars (\$90.00) per calendar day, for each ward placed within the Juvenile Detention Facility in a non-reserved bed or the sum of One Hundred Dollars (\$100.00) per calendar day, for each ward ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

## **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XII**

**Notice to Parties:** 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 County shall be addressed as follows:

COUNTY OF EL DORADO  
Probation Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682  
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

MONO COUNTY PROBATION SERVICES  
PO Box 596  
Bridgeport, CA 93517  
ATTN: Chief Probation Officer

or to such other location as the Contractor directs.

**ARTICLE XIII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XIV**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE VIII**

**Prison Rape Elimination Act (PREA):** Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the contract.

#### **ARTICLE XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Vince Janette, Deputy Chief Probation Officer, Probation Department or successor.

#### **ARTICLE XXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXVII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXVIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXIX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXX**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Vince Janette, Deputy Chief Probation Officer or Successor  
El Dorado County Probation Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Brian Richart, Chief Probation Officer or successor  
El Dorado County Probation Department

**-- PLACING COUNTY --**

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Karin S. Humiston, Chief Probation Officer or successor  
Mono County Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- PLACING COUNTY --**

Dated: \_\_\_\_\_

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

Chairperson  
Board of Supervisors  
"County of Mono"

ATTEST:

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