

ORIGINAL

REGIONAL FACILITY AGREEMENT

THIS AGREEMENT, entered into by and between the COUNTY OF HUMBOLDT and EL DORADO COUNTY, both counties being political subdivisions of the State of California.

WITNESSETH:

WHEREAS, HUMBOLDT COUNTY maintains and operates the Northern California Regional Facility New Horizons Program, a juvenile facility pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code; and said facility has accommodations in excess of HUMBOLDT COUNTY'S needs and available for use by EL DORADO COUNTY; and WHEREAS, EL DORADO COUNTY is desirous of using said facility for housing certain of its Juvenile Court Wards;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE:

The intent of this agreement is to clarify mutual responsibilities regarding the provision of services provided by HUMBOLDT COUNTY for EL DORADO COUNTY Juvenile Court Wards residing at the Northern California Regional Facility New Horizons Program.

2. METHOD OF PAYMENT:

a. EL DORADO COUNTY, in consideration of HUMBOLDT COUNTY providing suitable programming for Juvenile Court Wards as defined in Section 5695 of the Welfare and Institutions Code, agrees to pay HUMBOLDT COUNTY and HUMBOLDT COUNTY agrees to accept the sum of \$188.72 per day for each accommodation, not to exceed \$68,882.80 annually as long as long as funding is available. All costs billed by HUMBOLDT COUNTY will be paid by EL DORADO COUNTY within 30 days of receipt of invoice. Remittance is to be made to Humboldt County Probation and mailed to:

Humboldt County Probation Department
c/o Legal Office Business Manager
2002 Harrison Avenue
Eureka, CA 95501

- b. The daily rate may be increased, no more often than annually to reimburse HUMBOLDT COUNTY for its increased costs. HUMBOLDT COUNTY will notify EL DORADO COUNTY as provided in Section 11 forty-five (45) days in advance of a daily rate increase.

3. COST EXCEPTIONS:

The payment provided above shall cover all costs with respect to the detention and maintenance of the Wards except for the following:

- a. HUMBOLDT COUNTY shall not be responsible for costs of HIV/AIDS treatment or medication for Wards.
- b. HUMBOLDT COUNTY shall not be responsible for any costs above \$15,000 per minor medical/surgical inpatient catastrophic episode. EL DORADO COUNTY will be billed by HUMBOLDT COUNTY'S contractor for medical services within the facility, California Forensic Medical Group, for these costs.
- c. HUMBOLDT COUNTY shall not be responsible for dental costs for routine cleaning and cosmetic/aesthetic purposes. Dental care will be limited to pain management, injured teeth/gums, and conditions that may lead to malignancies (if incarceration is prolonged).
- d. HUMBOLDT COUNTY shall not be responsible for costs for transportation and maintenance between EL DORADO COUNTY and the Northern California Regional Facility (NCRF).
- e. HUMBOLDT COUNTY shall not be responsible for costs of behavior coaches, hospitalization due to mental health crisis, or other mental health specialty needs.
- f. The cost of items a, b, c, d and e, will be in addition to the other charges hereinabove mentioned and will be paid by EL DORADO COUNTY at HUMBOLDT COUNTY'S cost.

4. MENTAL HEALTH SERVICE COSTS:

Mental Health service costs and method of payment will be determined on an individualized basis through a separate agreement between the Humboldt County Department of Health and Human Services, Mental Health Branch and EL DORADO COUNTY.

5. EL DORADO COUNTY RESPONSIBILITIES:

Upon delivery of minor to the Regional Facility, EL DORADO COUNTY will provide the following to facility staff; conformed Court orders committing minor to the Regional Facility, dispositional report committing minor to the Regional Facility, dispositional report committing minor to the Regional Facility, and the following forms for consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge:

- a. Northern California Regional Facility Consent for Medical Treatment form;
- b. Humboldt County Mental Health Branch Consent for Treatment form;
- c. Humboldt County Mental Health Branch release of information form;
- d. Psychotropic Informed Consent form signed by a parent/legal guardian or a Court Declaration for Psychotropic Medications signed by EL DORADO COUNTY Juvenile Court Judge.

6. RIGHT TO TERMINATE:

HUMBOLDT COUNTY reserves the right to reject or return any WARD OF EL DORADO COUNTY who HUMBOLDT COUNTY determines is unfit for the Northern California Regional Facility New Horizons program. HUMBOLDT COUNTY shall notify EL DORADO COUNTY by telephone upon the decision to terminate the WARD'S placement. EL DORADO COUNTY shall physically retake custody of WARD within five (5) working days of HUMBOLDT COUNTY's telephone notice of WARD'S termination.

7. INDEMNIFICATION/HOLD HARMLESS:

HUMBOLDT COUNTY shall defend, indemnify, and hold harmless EL DORADO COUNTY, its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) which arise from the intentional or negligent acts or omissions of HUMBOLDT COUNTY in the performance of services rendered under this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of EL DORADO COUNTY.

EL DORADO COUNTY shall defend, indemnify, and hold harmless HUMBOLDT COUNTY, its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) which arise from the intentional or negligent acts or omissions of EL DORADO COUNTY in the performance of services rendered under this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of HUMBOLDT COUNTY.

8. NUCLEAR FREE ZONE COMPLIANCE:

EL DORADO COUNTY certifies by its signature below that EL DORADO COUNTY is not a Nuclear Weapons Contractor, in that EL DORADO COUNTY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, weapons, systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. EL DORADO COUNTY agrees to notify HUMBOLDT COUNTY immediately if it becomes a nuclear weapons contractor as defined above. HUMBOLDT COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if EL DORADO COUNTY becomes a nuclear weapons contractor.

9. COMPLIANCE WITH LAWS AND APPLICABLE LAW/VENUE:

- a. HUMBOLDT COUNTY agrees to comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act. HUMBOLDT COUNTY further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal government.
- b. This agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure sections 394 and 395.
- c. HUMBOLDT COUNTY has zero tolerance towards sexual abuse and sexual harassment and ensures compliance with the Prison Rape Elimination Act of 2003 (PREA) standards that include, but are not limited to, procedures regarding prevention, detection and response towards sexual misconduct.

10. RELATIONSHIP OF PARTIES:

This Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employer, partnership or association between the parties. Nothing herein shall be construed as creating a partnership or joint venture between HUMBOLDT COUNTY and EL DORADO COUNTY.

11. TERM:

The term of the agreement will begin on May 1, 2016 and will continue for two (2) years, unless terminated in writing by either party with a 30-day notice. On May 1, 2018, the term shall automatically renew for an additional year, up to a maximum of two additional years, unless terminated in writing by either party with a 30-day notice.

12. NO ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate, subcontract or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party.

13. NO WAIVER:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

14. AMENDMENT:

Except as provided for in Section 2. b., no modification or waiver of any provisions of this contract shall be effective unless such waiver or modification is in writing, signed by all parties, and then shall be effective only for the time period and on the conditions, and for the specific instance for which given.

15. NO TERMS NOT INCLUDED:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

16. NOTICES:

Notice to the Parties shall be given as follows:

HUMBOLDT COUNTY
Humboldt County Probation Department
c/o Legal Office Business Manager
2002 Harrison Avenue
Eureka, CA 95501

EL DORADO COUNTY
El Dorado County Probation Department
c/o Chief Probation Officer
3974 Durock Rd., Suite 205
Shingle Springs, CA 95682

Notices shall be in writing and may be given by delivering a copy of said notice to HUMBOLDT COUNTY or EL DORADO COUNTY personally, or by mailing a copy of said notice to HUMBOLDT COUNTY or EL DORADO COUNTY. If mailed, notice shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

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

HUMBOLDT COUNTY

EL DORADO COUNTY

By William Damiano

Chief Probation Officer
Humboldt County Probation Department

By [Signature]

Chief Probation Officer
El Dorado County Probation Department

Pursuant to the authority granted by the Board of Supervisors on November 6, 2012

RISK MANAGEMENT APPROVAL

RISK MANAGEMENT APPROVAL

By [Signature]

Humboldt County Risk Management

By [Signature]
El Dorado County Risk Management

APPROVED AS TO FORM

Humboldt County Counsel's Office

APPROVED AS TO FORM

El Dorado County, County Counsel's Office

By N/A

Deputy County Counsel

By P J Dantz, SR Dep. 4/20/16

El Dorado County, County Counsel

By signing the above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement