

AGREEMENT FOR SERVICES # 603-S1211

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**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 "El Dorado") and County of Placer, a political subdivision of the State of California; whose principal place of business is 2929 Richardson Drive, Suite B, Auburn, CA 95603; (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**, El Dorado and Placing County mutually agree as follows:

**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 maybe 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 One Hundred Twenty Dollars (\$120.00) per calendar day, for each ward placed within 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 IV**

**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 V**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that El Dorado and Placing County are political subdivisions of the State of California. As such, El Dorado and Placing County are 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 El Dorado business, El Dorado 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, El Dorado and Placing 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 El Dorado and Placing County are 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 El Dorado department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE VI**

**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 El Dorado shall be addressed as follows:

COUNTY OF ELDORADO 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 ELDORADO  
CHIEF ADMINISTRATIVE OFFICE PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE PLACERVILLE, CA 95667  
ATTN: TERRI DALEY, PURCHASING AGENT

Notices to Placing County shall be addressed as follows:

COUNTY OF PLACER  
PROBATION DEPARTMENT  
2929 RICHARDSON DRIVE, SUITE B  
AUBURN, CA 95603  
ATTN: MARSHALL HOPPER, CHIEF PROBATION OFFICER

Or to such other location as the Contractor directs.

#### **ARTICLE VII**

**Indemnity:** PLACER COUNTY (Placing County) agrees to indemnify and hold harmless EL DORADO COUNTY and EL DORADO COUNTY's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of PLACER COUNTY, its employees or agents.

EL DORADO COUNTY agrees to indemnify and hold harmless PLACER COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of EL DORADO COUNTY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of

EL DORADO COUNTY services, as well as during the progress of rendering such services.

Acceptance of insurance required by this Agreement does not relieve EL DORADO COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by EL DORADO COUNTY's operations regardless if any insurance is applicable or not.

**Insurance:** It is agreed that EL DORADO COUNTY and PLACER COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

### **ARTICLE VIII**

**Prison Rape Elimination Act (PREA):** El Dorado County 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 Facilities/Programs/Offices owned, operated or contracted. El Dorado County acknowledges that, in addition to "self-monitoring requirements" Placing County may conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Policies, DJJ Policies related to PREA and DJJ Standards related to PREA may result in termination of the contract.

### **ARTICLE IX**

**Administrator:** The El Dorado Officer or employee with responsibility for administering this Agreement is Gregory S. Sly, Chief Probation Officer, or successor.

### **ARTICLE X**

**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 XI**

**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 XII**

**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 XIII**

**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, or Successor  
Deputy Chief Probation Officer  
Probation Department

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Gregory S. Sly, or successor  
Chief Probation Officer  
Probation Department

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

-- COUNTY OF EL DORADO --

Dated: 6/25/13

By: [Signature]  
\_\_\_\_\_, Chair  
Board of Supervisors  
"County of El Dorado"

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

By: Marcie MacFarland Dated: 6/25/13  
Deputy Clerk

--PLACING C O U N T Y--

Dated: 4/9/13

By: Jim Holmes  
\_\_\_\_\_, Chairperson  
Board of Supervisors  
"County of Placer"

ATTEST:

By: Ann Holman Dated: 4-9-2013