

12109

ORIGINAL

PLACEMENT OF JUVENILES IN THE EL DORADO COUNTY JUVENILE DETENTION FACILITIES

AGREEMENT #436-S0411

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 Placer, 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 facilities to the extent that such accommodation may exist; and

WHEREAS, it is the intent of the parties hereto that the placement of said ward of the court is in conformity with all applicable federal, state, and local laws.

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

1. Placing County shall have the right to place juveniles in the Juvenile Detention 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 Facilities superintendents reserve the right to approve wards for acceptance into the facilities, and may remove and/or terminate the bed space of a problem ward upon 72 hours notice to Placing County.

2. Placing County shall provide for the transportation of said juvenile to and from the El Dorado County Juvenile Detention Facilities and shall supply to the El Dorado County Chief Probation Officer, at the time of admission, a completed juvenile referral and/or a copy of the Petition and Detention Order as filed with the Clerk of the Placing County together with a medical release form for the juvenile ward.

3. Placing County hereby agrees to pay El Dorado the sum of One Hundred dollars (\$100.00) per calendar day for each juvenile sent to and accepted at the El Dorado County Juvenile Detention Facilities by the Placing County.

4. In addition to the daily payment set forth hereinabove, Placing County agrees to pay or reimburse El Dorado County or others rendering the following services which may be performed on behalf of any juvenile placed by Placing County and accepted at the El Dorado County Juvenile Detention Facilities:

- A. Costs of any hospital, medical, dental, or surgical care and treatment of any juveniles outside of those provided by El Dorado, which are authorized by the Probation Officer of the Placing County, or in case of an emergency, by the Superintendents of El Dorado County Juvenile Detention Facilities;
- B. Costs of transportation and maintenance between the Placing County and El Dorado County Juvenile Detention Facilities;

5. If the ward has been prescribed psychotropic medication, Placing County must bring the medication with the ward, or the medication may be provided by the parent(s) or guardian(s) of the ward.

6. Pursuant to Section 895.4 of the California Government Code, Placing County shall indemnify and hold El Dorado harmless 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, or agents of El Dorado.

It is expressly understood and agreed that 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, 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 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 the obligations set forth herein.

9. 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.

10. 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 EL DORADO
PROBATION DEPARTMENT
471 PIERROZ ROAD
PLACERVILLE, CA 95667
ATTN: JOSEPH S. WARCHOL, II

or to such other location as El Dorado directs.

Notices to Placing County shall be addressed as follows:

COUNTY OF PLACER
PROBATION DEPARTMENT
11564 C AVENUE DE WITT CENTER
AUBURN, CA 95603
ATTN: FREDERICK MORAWCZNSKI

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 either party 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 and they incorporate or supersede all prior written or oral agreements or understandings.

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

-- COUNTY OF EL DORADO --

Dated: 10-20-05

By: Joseph S. Warcholl II
Joseph S. Warcholl II
Chief Probation Officer
Requesting Department Head Concurrence

Dated: 1-10-06

By: James R. Sweeney
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Stephanie Taylor Dated: 1-10-06
Deputy Clerk

PLACER COUNTY

Dated: 9-27-05

By: Dale Santucci
Chairman, Board of Supervisors
Placer County
"Placing County"

ATTEST:

Clerk of the Board of Supervisors

By: Anne Halman Dated: 9-27-05