

# ORIGINAL

## AGREEMENT FOR SERVICES #436-S1011

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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 Calaveras, a political subdivision of the State of California; whose principal place of business is *Government Center, 891 Mountain Ranch Road, San Andreas, CA 95249*; (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 having four (4) contract beds per day with El Dorado.

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 One Hundred Dollars (\$100.00) per day, per bed, whether or not the bed is occupied.

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 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  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Placing County shall be addressed as follows:

COUNTY OF CALAVERAS  
GOVERNMENT CENTER, PROBATION DEPARTMENT  
891 MOUNTAIN RANCH ROAD  
SAN ANDREAS, CA 95249  
ATTN: TERI HALL, CHIEF PROBATION OFFICER

Or to such other location as the Contractor directs.

**ARTICLE VII**

**Indemnity:** The Placing County shall defend, indemnify and hold El Dorado, its officers, employees and agents harmless from and against any and all claims, losses, demands, damage and liability for damage, including attorneys fees and other costs of defense incurred by El Dorado, its officers, employees or agents, whether for loss of property, or injury to or death of any person in any way arising from or related to the performance of this Agreement unless such claim, loss, demand damage or liability is caused solely by the negligence of El Dorado, its employees, officers or agents.

**ARTICLE VIII**

**Administrator:** The El Dorado Officer or employee with responsibility for administering this Agreement is Gary Hudgeons, Interim Chief Probation Officer, or successor.

**ARTICLE IX**

**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 X**

**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 XI**

**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 XII**

**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/Department Head Concurrence:**

By: Gary Hudgeons Dated: 4/28/10  
Gary Hudgeons, Interim 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: \_\_\_\_\_

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

Chair  
Board of Supervisors  
"El Dorado"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

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

**-- PLACING COUNTY --**

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

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

Chairperson  
Board of Supervisors  
"County of Calaveras"

ATTEST:

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