

MADERA COUNTY CONTRACT NO. _____

(El Dorado County Probation and Madera County Probation – Juvenile Ward Housing)

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the COUNTY OF MADERA, (“MADERA”) and the COUNTY OF EL DORADO (“EL DORADO”), both parties being political subdivisions of the State of California.

AGREEMENT

1. **TERM.** The term of this Agreement shall be three (3) years from the date of its execution with two (2) one year renewal options. Upon expiration of the initial term, the Agreement will automatically renew for successive one-year terms unless one party notifies the other party in writing of cancellation of the Agreement at least thirty (30) days prior to the expiration of the then-operative term.

2. **SCOPE OF SERVICES.** Notwithstanding the incorporation of Madera County Master Contract No. 19 and the “Purpose” set forth therein, this Agreement is limited to the housing of juvenile wards from El Dorado County as participants in the Juvenile Correctional Academy as established by Madera.

3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 019 is incorporated herein by references as if fully stated. El Dorado shall adhere to all terms and conditions of said Agreement. For purposes of Master Contract No. 19, the “Definitions” in Sections 1.01 and 1.02 are revised as follows:

1.01 “FACILITY” means the Madera County Juvenile Detention Facility, a boys and girls juvenile facility, established pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the California Welfare and Institutions Code (commencing with section 850), which is located at 1655 E Olive Ave., Madera, California 93638.

1.02 "CAMP" means Juvenile Correctional Academy program at FACILITY, as described in Welfare and Institutions Code section 1820.45.

4. **COMPENSATION AND COSTS.** El Dorado shall pay to Madera the sum of One Hundred Fifty Dollars (\$150.00) per day for each El Dorado County Juvenile Ward housed at the Madera County Juvenile Detention Facility. The total amount of this Agreement shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00), inclusive of all costs, taxes and expenses.

5. **INSURANCE.** Madera shall maintain adequate insurance or self-insurance to meet El Dorado's minimum requirements as set forth in Exhibit "A."

6. **HIPAA.** If Madera receives individually identifiable health information ("Protected Health Information" or "PHI") Madera shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

7. **CONTRACT ADMINISTRATOR.** The El Dorado County Officer with responsibility for administering this Agreement is Kaci Smith, Superintendent, Juvenile Treatment Center Probation Department, or his/her successor.

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8. **NOTICES**. All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Madera County Probation
Attn: Chief Probation Officer
209 W. Yosemite Ave
Madera, CA 93637

CONTRACTOR

El Dorado County Probation
Attn: Chief Probation Officer
3974 Durock Road, Suite 205
Shingle Springs, CA 95682

With Copy to

Karen Scrivner, Clerk of the Board
Madera County Board of
Supervisors
200 West 4th Street
Madera, CA 93637

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

COUNTY OF EL DORADO

Chairman, Board of Supervisors

(Signature)

(Print Name)

ATTEST:

(Title)

Clerk, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
AD
Date: 2022.03.02 15:10:11 -08'00'

By: _____
(Signature)

(Print Name)

ACCOUNT NUMBER(S)

EXHIBIT "A"

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 10342

Master Contract No. 019

Date: September 14, 2010

In the Matter of **CONSIDERATION OF APPROVAL OF MASTER CONTRACT NO. 019,
FOR JUVENILE HALL AND CORRECTIONAL CAMP PLACEMENTS FOR
OTHER COUNTIES, COUNTY COUNSEL DEPARTMENT.**

Upon motion of Supervisor Moss, seconded by Supervisor Dominici, it is
ordered that the attached be and it is hereby adopted as shown, and the Chairman is
authorized to execute said agreements.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Dominici, Rodriguez and Wheeler.
NOES: None.
ABSTAIN: None.
ABSENT: None.

Distribution:

✓ County Counsel (via Michelle Garvin)
Probation (via County Counsel)
Contract Binder (Sarah Anderson)
Granicus

ATTEST: TANNA G. BOYD, CLERK
BOARD OF SUPERVISORS

By *Tanna G. Boyd*
Assistant Clerk

MJG

MADERA COUNTY MASTER CONTRACT NO. 019
(Juvenile Detention Facility and Correctional Camp: Placement from Other Counties)

AGREEMENT

1. **DEFINITIONS.**

- 1.01 "FACILITY" means the Madera County Juvenile Detention Facility, a boys and girls juvenile facility, established pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the California Welfare and Institutions Code (commencing with section 850), which is located at 28219 Avenue 14, Madera, California 93638.
- 1.02 "CAMP" means the Juvenile Correctional Camp program at FACILITY, as described in Welfare and Institutions Code section 1820.45.
- 1.03 "WARD" means a person who has been adjudicated to be a ward of the court pursuant to Welfare and Institutions Code section 602 for violations of criminal laws, or who has been ordered by a court to be detained in a juvenile hall prior to adjudication of delinquency pursuant to Welfare and Institutions Code section 635, or who has been detained by a peace officer pursuant to Welfare and Institutions Code section 625 pending a formal order of detention.
- 1.04 "COUNTY" means the county whose WARDS are to be placed at FACILITY pursuant to agreement with the County of Madera.
- 1.05 "MADERA" means the County of Madera.

2. **PURPOSE.** COUNTY, in consideration of MADERA providing placement for WARDS, agrees to pay MADERA a daily charge per WARD for placement, with payment to be made on a monthly basis. For purposes of this Agreement, "day" shall mean any calendar day for which WARD is present at FACILITY for any period of time, regardless of whether WARD is present for all 24 hours of that day. COUNTY's monthly payments shall be due and payable within (30) days of the end of each month to Madera County Probation Department, Attn: Deputy Chief, 28219 Avenue 14, Madera, CA 93638. The payment provided above shall cover all costs with respect to the care and maintenance of WARDS except for the following costs, which shall be the sole responsibility of COUNTY subject to such means of reimbursement from sources other than MADERA that are available to COUNTY under state and federal law:

2.01 Costs of any hospital, non-routine medical, or surgical care and treatment, that is not provided in FACILITY by MADERA's contracted medical provider, with such costs to include costs of ambulance transportation;

2.02 Costs of any dental or optical care;

2.03 Costs of transportation and maintenance to WARD's initial arrival and ultimate departure from FACILITY.

3. WARDS committed to FACILITY, whether upon adjudication and disposition, or for pre-adjudication detention under Welfare and Institutions Code section 635, will be committed by order of the Juvenile Court of COUNTY, and FACILITY will assume custody of said WARDS when delivered to an authorized FACILITY employee. Notwithstanding the above language of this paragraph, MADERA may accept WARDS detained by COUNTY peace officers under Welfare and Institutions Code section 625 for temporary detention pending a formal detention hearing in the Juvenile Court of COUNTY, if COUNTY has no juvenile detention facility; however, continued detention in FACILITY must be pursuant to a Juvenile Court order of detention under Welfare and Institutions Code section 635.

4. COUNTY acknowledges that FACILITY houses other WARDS who have been detained on suspicion of having, or adjudicated to have, committed various crimes including serious and/or violent felonies as defined in the California Penal Code, and that MADERA cannot guarantee the safety of WARDS. COUNTY acknowledges this risk and shall hold harmless, defend and indemnify MADERA and 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) of every nature arising out of or in connection with MADERA's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of MADERA. MADERA shall hold harmless, defend and indemnify COUNTY and 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) of every nature arising out of or in connection with COUNTY's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

5. MADERA will review rates for placement and placement reservation on an annual basis at least sixty (60) days before the end of each fiscal year. The parties shall execute an amendment to this Agreement reflecting any increased rates, such amendment to become effective on July 1st of the ensuing fiscal year.

6. The parties agree and understand that in the event of overcrowding or insufficient space, priority must be given to housing of Madera County WARDS. MADERA reserves the right to terminate the placement of any WARD at any time MADERA determines WARD is unfit for CAMP or FACILITY, or at any time that MADERA determines that there is insufficient space in FACILITY for housing of COUNTY's WARD(s). MADERA shall notify COUNTY immediately by telephone upon the decision to terminate a WARD's placement. MADERA shall send COUNTY a written notice that explains the reasons for termination.

7. MADERA shall send to COUNTY any incident reports regarding WARDS by facsimile.

8. MADERA shall provide COUNTY with oral progress reports outlining WARD'S progress or lack thereof at the request of COUNTY.

9. Either party may terminate this Agreement upon a thirty (30) day written notice to the other party.

10. Neither party may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

11. A waiver by either party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

12. This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

13. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

14. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

15. No modification or waiver of any provisions of the Agreement shall be effective unless such waiver or modification is in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

16. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in the Madera County Superior Court.

19. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

20. Time is of the essence of in this Agreement and each covenant and term and condition herein.

21. In the performance of this Agreement, MADERA may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 828, and 10850. MADERA shall comply with all laws regarding confidentiality.

22. In connection with the execution of this Agreement, MADERA shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation. This policy does not require the employment of unqualified persons.

MADERA further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory.

MADERA shall comply with United States Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

MADERA agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; and other applicable federal and state laws and their implementing regulations, all as outlined in California DDS Manual Division 21. MADERA agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the program or activity receiving federal or state financial assistance.

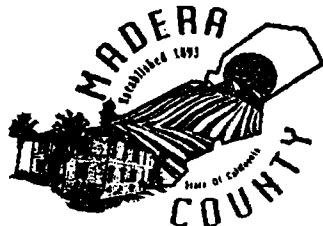
COUNTY reserves the right to monitor MADERA for compliance with the requirements of this section.

23. COUNTY signatories warrant and represent that they have the power and authority to enter in this Agreement in the names, titles and capacities herein stated and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

24. COUNTY agrees to notify CONTRACTOR if WARD leaves the grounds of FACILITY or FACILITY in an unauthorized departure situation or becomes seriously ill or injured within twenty-four (24) hours following the incident.

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IN WITNESS WHEREOF, the parties have set their hands on the date and year first above-written.



COUNTY OF MADERA

By: *Jim Blair*
Chairman, Board of Supervisors

9/14/2010

ATTEST:

Vanna A Boyd
Clerk to the Board of Supervisors
9/14/2010

Approved as to Legal Form:
COUNTY COUNSEL

By: *[Signature]*

Approved as to Form:
RISK MANAGEMENT

By: *[Signature]*

EXHIBIT "A"

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.