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Isabelle Voit
Chief Probation Officer

Bruce Lillis
Chief Deputy Probation Officer

**SPACE AVAILABLE AGREEMENT
SOLANO COUNTY PROBATION DEPARTMENT
RE: FOUTS SPRINGS YOUTH FACILITY**

THIS AGREEMENT, is made as of the 2 day of June, 2009, between COUNTY OF SOLANO, a political subdivision of the State of California for the benefit of SOLANO COUNTY PROBATION-FOUTS SPRINGS YOUTH FACILITY (hereinafter, "Facility") and COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter "User County").

WITNESSETH

WHEREAS, the parties are in need of providing appropriate facilities for the housing of wards of the juvenile court committed thereto, by the establishment of a youth facility pursuant to the Article 24 of Chapter 2 of Part 1 of Division 881 of the Welfare and Institutions Code; and

WHEREAS, the Facility was created by the Counties of Solano and Colusa, referred to as Establishing Counties, for the purpose of housing wards of the juvenile court committed from the respective Counties; and

WHEREAS, from time to time there exists accommodations in the Facility beyond the needs of the Establishing Counties thus enabling the Establishing Counties to receive in the Facility juvenile court wards from other counties; and

WHEREAS, the Facility is willing to receive juvenile court wards from other counties to the extent that the placement needs of the Establishing Counties are met before juvenile court wards from other counties will be received in the Facility; and

WHEREAS, the User County desires to place wards of its juvenile court in the Facility to the extent that such excess accommodations may exist.

Therefore, the parties agree as follows:

1. **SCOPE OF SERVICES.**

A. Facility will provide 24 –hour care to wards committed through the juvenile court process including, educational services, periodic medical examinations or emergency medical treatment. Wards committed to Facility will be committed by Juvenile Court Order and Facility will assume custody of the ward or wards when delivered to an authorized employee of Facility.

B. Facility is under no obligation to accept the wards of User County, and the Manager of the Facility may, in his/her discretion, decline to accept or retain the wards if by reason of limited facilities or other conditions affecting the welfare of the wards at the Facility, it appears to be undesirable.

2. TERM. Term of this agreement is from July 1, 2009 through June 30, 2010.

3. COMPENSATION AND METHOD OF PAYMENT. User Counties, in consideration of the Establishing Counties providing accommodations for its juvenile court wards, agrees to pay the Facility \$4,200 per ward per month. The payment provided in this agreement shall cover all costs with respect of the care of the wards of the User County while placed at the Facility, except for the following:

- A. Costs of any hospital, medical or surgical care and treatment of any of the wards;
- B. Costs of dental care;
- C. Costs of transportation and maintenance between User County and the Facility.
- D. Cost of care if detained in the juvenile hall of the Establishing Counties, the cost to be the cost of maintenance and operation per child per day as determined for the preceding year.
- E. User County is responsible for transportation of committed wards to and from Facility.

Facility will review rates annually, at least sixty (60) days before the end of each fiscal year and notify User County of any rate increase which will become effective July 1st of the ensuing fiscal year.

4. INDEMNIFICATION.

A. Facility agrees to indemnify, defend and hold harmless User County and User County's officers, employees or agents from all liability for any loss, damage or injury to persons or property arising from or related to the performance of this agreement, including costs and attorneys fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of Facility, its employees or agents.

B. User County agrees to indemnify defend and hold harmless Facility and Facility's officers, employees or agents from all liability for any loss, damage or injury to persons or property arising from or related to the performance of this agreement including costs and attorneys fees and without limitation all consequential damages arising out of negligent or intentional acts or omissions of User County, its employees or agents.

5. TERMINATION. This agreement may be terminated at anytime by either party, upon a thirty (30) days' written notice to the other party.

6. NON-DISCRIMINATION. In rendering services under this agreement, Facility and User County shall comply with all applicable federal, state and local laws and regulations and shall not discriminate on the basis of age, gender, ancestry, color, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation or other

Fouts Spring Youth Facility
protected status.

County of El Dorado 874-S0811

7. ASSIGNMENT. User County may neither assign nor delegate any of its rights or duties under the terms of this agreement contract without prior written approval of the Facility.

8. ALTERATION. Any adjustment to this agreement shall be effective only upon the parties' mutual execution of an amendment in writing. No verbal agreements or conversations prior to execution of this agreement or requested amendment shall affect or modify any of the terms or conditions of this agreement unless reduced to writing according to the applicable provisions of this agreement.

9. NOTICE. Any notice provided for or permitted by this agreement shall be given by depositing the notice in the United States Mail, postage prepaid and address as follows:

FACILITY:
Fouts Springs Youth Facility
P.O. Box 189
Stonyford, CA 95979

USER COUNTY:
County of El Dorado Probation Department
ATTN: Joseph S. Warchol, II
Chief Probation Officer, Contract Administrator
3974 Durock Road, Suite 205
Shingle Springs, CA 95682

10. SIGNATURE AUTHORITY. The parties executing this agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement.

The parties have executed this Agreement the day and year first written above.

SOLANO COUNTY PROBATION
Fouts Springs Youth Facility

USER COUNTY

BY: B. T. Lillis
Bruce T. Lillis
Chief Deputy Probation Officer

By: [Signature]
Chairman of the Board of Supervisors
of the County of El Dorado
State of California

Date: 6/2/09

ATTEST: Suzanne Allen de Sanchez
~~Cindy Keck~~, Clerk
Of the Board of Supervisors

By: [Signature] Date: 6/2/09
Deputy Clerk

COPY

Resolution No. 2006-01

RESOLUTION OF THE FOUTS SPRINGS BOARD OF DIRECTORS AUTHORIZING THE CHIEF PROBATION OFFICER OF SOLANO COUNTY OR HIS/HER DESIGNEE TO SIGN AGREEMENTS FOR BED SPACE ON BEHALF OF THE BOARD.

Whereas, the counties of Solano and Colusa have established a detention facility known as Fouts Springs Youth Facility for wards of the juvenile court; and

Whereas, pursuant to Solano County Board of Supervisors Resolution Number 97-187 and Colusa County Board of Supervisors Resolution Number 97-57 authorizing the Fouts Springs Board of Directors, in its administrative capacity, to sign agreements with non-owner counties for bed space; and

Whereas, pursuant to the Joint Powers Agreement between Solano and Colusa Counties, the Board of Directors of Fouts Springs Youth Facility has delegated the Administering Authority to the County of Solano, to make necessary rules and regulations for its maintenance, operation, upkeep and safekeeping and to all things necessary and incidental thereto; and

Whereas, the Solano County Director of Probation, serving as the Chief Probation Officer, has been delegated the responsibility of administering Fouts Springs Youth Facility by the Solano County Board of Supervisors, and

Now, Therefore, be it resolved and ordered by the Fouts Springs Board of Directors that the Chief Probation Officer of Solano County or his/her designee, has the authority to sign agreements with non-owner counties for bed space at a rate set by the Board.

I, MICHAEL REAGAN, Vice-Chairman of the Fouts Springs Board of Directors, Counties of Solano and Colusa, State of California, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Fouts Springs Board of Directors at a Regular Meeting held on August 31, 2006, on a Motion of Director Vasquez seconded by Director Evans, by the following vote:

AYES:	DIRECTORS	<u>Reagan, Evans, Vasquez</u>
NOES:	DIRECTORS	<u>None</u>
ABSTAINED:	DIRECTORS	<u>None</u>
ABSENT:	DIRECTORS	<u>Womble</u>

WITNESS by hand of said Board on this 31st day of August, 2006.

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EL DORADO COUNTY
PROBATION DEPT.

MICHAEL REAGAN, Vice-Chairman
Fouts Springs Board of Directors

