

ORIGINAL

AGREEMENT NO. PRO 2019 011

**Agreement between Placer County and El Dorado County for
Detainment of El Dorado County Detained Youth at the Placer
County Juvenile Detention Facility**

This Agreement ("Agreement") is made and entered into this 1st day of May, 2019, by and between the County of Placer, a political subdivision of the State of California ("Placer") and the County of El Dorado, a political subdivision of the State of California, ("El Dorado").

W I T N E S S E T H

WHEREAS, Placer County has established a Juvenile Detention Facility designed for the reception and temporary care of youth 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, at its Juvenile Detention Facility, Placer County presently can provide beds, as needed if space is available to El Dorado court ordered detained and/or probation authorized youth (El Dorado youth); and

WHEREAS, it is the intent of the parties hereto that the detainment of said youth(s) conforms with all applicable federal, state and local laws; and

WHEREAS, Placer is willing to provide these beds, if available, on an as needed/requested basis to El Dorado at Placer's current per-diem rate of one hundred twenty-five dollars (\$125.00).

NOW, THEREFORE, the County and El Dorado agree as follows:

1. SERVICES.

A. Placer shall maintain beds in its Juvenile Detention Facility for El Dorado to utilize on an as needed/requested, if available in full compliance with this agreement. The beds will be provided on a space available basis as determined by the Placer County Chief Probation Officer in his or her sole discretion.

B. All El Dorado youth(s) accepted for detainment and placed in the Placer County Juvenile Detention Facility shall receive the same accommodations and services as provided to Placer youth(s) in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and behavioral health care, and meals in accordance with applicable State regulations enumerated in Title 15, of the California Code of Regulations.

C. Placer may provide emergency medical services without prior authorization from El Dorado.

D. El Dorado Probation Department staff shall be provided reasonable access to youth detained in the Placer Detention facility in person, by telephone, or by any other electronic means for conducting necessary department business for any youth detained.

E. El Dorado youth(s) are not eligible to participate, and therefore will not participate, in the Placer County Children's System of Care program.

2. TERM.

A. The term of this agreement shall be from May 1, 2019 through June 30, 2020. This agreement, its terms and conditions, and authorized amendments are renewed automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.

B. This Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party.

C. This Agreement shall supersede any prior agreement(s) between the two parties with respect to the detainment of court ordered detained and/or probation approved youth(s) from El Dorado County.

3. PAYMENT.

A. Board and Care: El Dorado shall pay Placer for the expenses of board and care for bed space if available in the Placer County Juvenile Detention Facility. The payment amount shall be at the per diem rate as agreed to by El Dorado and Placer of one hundred twenty-five dollars (\$125.00) for each 24-hour day or portion thereof for an annual cost not to exceed forty-five thousand, six hundred and twenty-five dollars (\$45,625). The per diem rates set forth in this Agreement are subject to change by the Placer County Chief Probation Officer upon provision of thirty (30) days advance written notice to the El Dorado County Chief Probation Officer of said change.

B. Legal Services: El Dorado shall be solely responsible to make certain that those youth(s) detained in the Placer County Juvenile Detention Facility by order of the El Dorado County Juvenile Court receive all legal services required by applicable law.

C. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of one or more El Dorado youth(s) placed in the Placer County Juvenile Detention Facility, El Dorado shall be fully responsible to defend this petition and shall defend, indemnify, and hold harmless Placer, its elected representatives, officers, employees, and agents from all expenses, damages, claims and allegations associated in any way with such a petition.

D. Medical and Psychological Services: El Dorado shall pay for or reimburse Placer for the actual expenses of any necessary surgical, medical, psychological, dental care, prescription medications or behavioral health care required by an El Dorado minor placed at the Placer County Juvenile Detention Facility pursuant to this Agreement. To the extent permitted by law, Placer is hereby authorized, without the need for any further authorization by El Dorado, to obtain such emergency medical, dental, and behavioral health care for El Dorado youth(s) housed at the Placer County Juvenile Detention Facility as determined necessary by the appropriate providers of these services at the Placer County Juvenile Detention Facility. All other medical, dental and behavioral health care services shall also be the financial responsibility of El Dorado but are subject to pre-authorization by the El Dorado County Chief Probation Officer, or his or her designee. El Dorado County may bring any medication, if so prescribed, with the youth or the medication maybe provided by the parent (s) or guardian (s) of the youth.

E. Education: Education and schooling expenses are included in the per diem rate charged by Placer, and paid by El Dorado when El Dorado youth(s) are placed in Placer County's Juvenile Detention Facility. El Dorado shall fully reimburse Placer for any and all expenses of schooling or education provided by Placer on behalf of youth(s) placed by El Dorado at the Placer County Juvenile Detention Facility pursuant to this Agreement to the extent that those expenses are not paid for by the State of California or are not otherwise included in the per diem rate.

F. Billing and Payments: Placer shall bill El Dorado on a monthly basis. El Dorado shall pay Placer within thirty (30) days after receiving notice of payment due. This contract allows for services to be provided for a total of no more than 365 bed days in total and the financial obligation shall not exceed \$45,625.

4. TRANSPORTATION.

A. El Dorado shall be responsible for providing transportation of the minor between El Dorado and the Placer County Juvenile Detention Facility. In the event El Dorado fails to provide transportation for a minor from Placer to El Dorado within the time frame requested by the Placer County Chief Probation Officer, or his or her designee, then Placer shall transport the minor to El Dorado and El Dorado shall be responsible for payment of all expenses incurred by Placer for such transportation. To the extent that Placer transports more than one minor back to El Dorado within a single month because of El Dorado's failure to timely provide for such transportation, Placer may elect to immediately terminate this Agreement and require El Dorado to promptly remove all of its youth(s) housed at the Placer County Juvenile Detention Facility.

B. Placer shall provide routine transportation for each El Dorado minor within Placer for the purposes of medical, behavioral health, dental or other appropriate care. The expenses of such transportation are included in the per diem rate.

5. REMOVAL OF YOUTH(S).

El Dorado shall promptly remove any El Dorado youth(s) placed in the Placer County Juvenile Detention Facility upon sole determination of the Placer County Chief Probation Officer, or his or her designee, that the effective operation of the Placer County Juvenile Detention Facility requires removal of the minor.

6. PREA.

EL DORADO COUNTY understands and agrees that PLACER COUNTY is committed to providing a safe, humane, secure environment, free from sexual harassment. PLACER COUNTY maintains a zero tolerance for sexual abuse and sexual harassment in its institutions. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct. To the extent that the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 1560 et seq.) [PREA] applies to this MOU, whenever applicable, EL DORADO COUNTY will comply with PREA and all applicable PREA standards, California Division of Juvenile Justice (DJJ) policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse and/or sexual harassment within Probation Facilities/Programs/Offices owned, operated or contracted. EL DORADO COUNTY acknowledges that, in addition to "self-monitoring requirements", PLACER COUNTY will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and policies, may result in termination of this MOU.

7. HOLD HARMLESS AND INDEMNIFICATION.

PLACER COUNTY (Placing County) agrees to indemnify and hold harmless EL DORADO COUNTY, its employees, agents and elective and appointive boards from and against any damages including expenses 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 expenses 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 PLACER COUNTY services, as well as during the progress of rendering such services.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

8. INSURANCE.

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).

9. MODIFICATION.

No modification of waiver of any provisions of the Agreement shall be effective unless such waiver or modification shall be 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.

10. NOTICE.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service or by first class mail and addressed to the party to be served as follows:

Placer County Probation
Marshall Hopper, Chief Probation Officer
2929 Richardson Drive, Suite B
Auburn, CA 95603
Phone: (530) 889-7915
Fax: (530) 889-7993

El Dorado County Probation
Brian J. Richart, Chief Probation Officer
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
Phone: (530) 621-5625
Fax: (530) 676-6216

11. ENTIRETY OF AGREEMENT.

This Agreement constitutes the entire agreement between Placer and El Dorado with respect to the subject hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

Dated: 5-14-19

Approved as to Form:

Brett D. Holt
Brett Holt, Placer County Counsel

Dated: 5-13-19

County of Placer County

By [Signature]
Marshall Hopper, Chief Probation Officer

Dated: 4/23/19

County of El Dorado County

By [Signature]
Brian J. Richart, Chief Probation Officer

Dated: 4/30/19

County of El Dorado County

By [Signature]
, El Dorado County Purchasing Agent