

**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

COPY

TO: Honorable Board of Supervisors

FROM: Stephen G. Pecor, Chief Probation Officer



DATE: October 21, 2008

SUBJECT: Approve and sign an agreement with Solano County for bed space at their Fouts Spring Boy's Camp.

ACTION REQUESTED

Approve and sign an agreement for the period of July 1, 2008 through June 30, 2009, for the purpose of obtaining bed space with the County of Solano for court ordered placement of juvenile wards at the Fouts Spring juvenile facility at the rate of \$3,900.00 per month, on a space available basis.

BACKGROUND

The Placer County Probation Department has historically used a variety of facilities to meet the placement needs of the juvenile wards of this County. One of the resources used is Solano County's Fouts Spring juvenile camp/ranch. The Probation Department has maintained a contract with Solano County for this service since 1998, including a period of time from January 2001 through June of 2004, when Placer was a member county of this facility. Since that time, Placer has withdrawn from being a member county. It is the intent of this department to maintain a contractual relationship with Solano County that permits Placer County to use Solano County's facility on a space available basis when requested by Placer County. This would be used as one of several facilities in which Placer might place at risk minors (This currently includes facilities in Solano, Yuba-Sutter, El Dorado, Nevada, Yolo and Shasta counties).

Placer County uses the services provided by Solano County at its Fouts Spring Facility sparingly due to its distance from the County. Typical placements occur when minors are not accepted in programs with our other providers or as a "last resort" prior to placement with the California Department of Juvenile Justice (formerly the California Youth Authority).

The signing of the contract does not obligate Placer County to place minors with Solano County.

FISCAL IMPACT

The placement of a minor into the Solano County facility is at the discretion of the Department once a minor is ordered by the Courts into placement. The Probation Department will use a blend of budgeted General Fund and Public Safety Sales Tax revenues to fund any expense incurred. In FY08, the total expended costs were approximately \$27,000. In FY07, the total expended costs were approximately \$67,000.

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Isabelle Voit
Chief Probation Officer



Joel Keller
Chief Deputy Probation Officer

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

THIS AGREEMENT, is made as of the **21st day of October, 2008**, 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 PLACER, 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. The term of this Agreement is from July 1, 2008 through June 30, 2009.

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 \$3,900 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 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. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Workers' Compensation Insurance will be provided as required by any applicable law or regulation. Employer's liability insurance will be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

Each Worker's Compensation policy will be endorsed with the following specific language:

Cancellation Notice: - "This policy will not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

Facility will require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation will be filed forthwith with the County upon demand.

The parties waive, and will cause their respective insurers to waive, their respective rights of recovery against one another for workers' compensations claims.

6. GENERAL LIABILITY INSURANCE:

A. Comprehensive General liability or Commercial General Liability insurance covering all operations by or on behalf of Facility, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- i. Contractual liability insuring the obligations assumed by Facility in this Agreement.
- ii. Products liability and completed operations.
- iii. Broad form property damage (including completed operations.)

Note: Professional liability insurance (error and omissions) can substitute for #2 & #3 above.

B. One of the following forms is required:

- iv. Comprehensive General Liability;
- v. Commercial General Liability (Occurrence); or
- vi. Commercial General Liability (Claims Made).

- C. a. If Facility carries a Comprehensive General Liability policy, the limits of liability will not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence

One million dollars (\$1,000,000) aggregate

- b. If Facility carries a Commercial General Liability (Occurrence) policy:

- i. The limits of liability will not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) for Products-Completed Operations

One million dollars (\$1,000,000) General Aggregate

- ii. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits will be two million dollars (\$2,000,000).

- c. Special Claims Made Policy Form Provisions:

Facility will not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, will be subject to the following conditions:

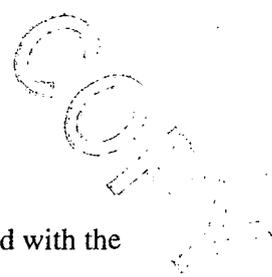
- i. The limits of liability will not be less than;

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) aggregate for Products Completed Operations

One million dollars (\$1,000,000) General Aggregate

- ii. The insurance coverage provided by Facility will contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for hold harmless provisions herein if the policy is a claims made policy.



7. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy will be endorsed with the following specific language:

- d. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- e. "The insurance provided by the Facility, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer will be called upon to contribute to a loss."
- f. "This policy will not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

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

9. 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 protected status.

10. 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.

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

12. 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 Placer County Probation Department
COUNTY: Attn: Chief Probation Officer
2929 Richardson Drive, Suite B
Auburn, CA 95603

13. SIGNATURE AUTHORITY. The parties executing this Contract 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: _____
Bruce T. Lillis
Facility Manager

By: _____
Chairperson of the Board of
Supervisors

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