

**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

TO: Honorable Board of Supervisors
FROM: Stephen G. Pecor, Chief Probation Officer
DATE: July 13, 2010



SUBJECT: Approve and sign the attached contract for the purpose of obtaining bed space with the County of Yuba for court ordered placement of juvenile wards at the Maxine Singer Youth Guidance Center on a space available basis from July 1, 2010 through June 30, 2013, in an amount not to exceed \$3,500 per bed per month.

ACTION REQUESTED

Approve and sign the attached contract for the purpose of obtaining bed space with the County of Yuba for court ordered placement of juvenile wards at the Maxine Singer Youth Guidance Center on a space available basis from July 1, 2010 through June 30, 2013, in an amount not to exceed \$3,500 per bed per month.

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 Yuba County's Maxine Singer Youth Guidance Center. The Singer Facility offers a boot camp/ranch type program unavailable within Placer County. The use of this facility allows the Probation Department to attempt rehabilitation of minors with parental/guardian involvement whenever possible. The Probation Department has maintained a contract with Yuba County for this service since 2004. It is the intent of this Department to continue a contractual relationship with Yuba County that permits Placer County to use Yuba County's facility on a space available basis (\$3,500 per bed per month) when requested by Placer County. During the current fiscal year, Probation has spent approximately \$15,000 per month on bed space at this facility. At the proposed rate of \$3500 per bed per month, the department expects our average monthly expense to increase to \$16,000 per month. This would be used as one of several facilities in which Placer might place at risk minors (This currently includes facilities in Yuba-Sutter, El Dorado and Solano counties).

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

FISCAL IMPACT

The placement of a minor into the Yuba County facility is at the discretion of the Court and once ordered, the Probation Department is bound to act accordingly. The Probation Department proposes using State Youthful Offender Block Grant funds budgeted for Support and Care of Minors to cover the cost of these Court ordered placements. There is no local or General Fund impact related to this contract.

**YUBA - SUTTER
BI-COUNTY JUVENILE HALL**

**MAXINE SINGER YOUTH GUIDANCE CENTER
WARD HOUSING AGREEMENT**

THIS AGREEMENT, is made and entered into as of the 1st of July, 2010, by and between the County of Yuba on behalf of the Bi-County Juvenile Hall (hereinafter, "Facility") a joint powers authority established pursuant to Government Code section 6500 et seq. and COUNTY OF PLACER, a political subdivision of the State of California (hereinafter "User County"), and ending June 30, 2013.

WITNESSETH

WHEREAS, the contracting parties are mutually desirous of providing appropriate facilities for the housing of wards of the juvenile court committed thereto, by the establishment of a youth facility pursuant to Article 24 of Chapter 2 of Part 1 of Division 1 of the Welfare and Institutions Code, commencing with section 880; and

WHEREAS, the Facility was created and established by the Counties of Yuba and Sutter (hereinafter referred to as "Establishing Counties") for the purpose of housing wards of the juvenile court committed thereto from said counties; and

WHEREAS, from time to time there exists accommodations in said Facility beyond the needs of the Establishing Counties thus enabling the Establishing Counties to receive in the Facility juvenile court wards from other counties to the extent of such excess accommodations; 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 to be met before juvenile court wards from other counties will be received and kept in such Facility; and

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

WHEREAS, the Facility agrees to provide space for User County wards and User County agrees to pay the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) per month per ward; or if the ward is at the Facility for less than a full month, the sum of \$3,500.00 divided by the number of days in the month times the number of days the ward was at the Facility.

It is understood and agreed that the amount of consideration does not necessarily represent the actual cost monthly per ward of maintaining and operating the 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.

THE PARTIES HERETO DO CONTRACT AS FOLLOWS:

1. User County, in consideration of the Establishing Counties providing accommodations for its juvenile court wards, agrees to pay the Facility and the Facility agrees to accept the amount agreed upon in this Agreement. The payment provided in the Agreement shall cover all costs with respect to the care and maintenance of the wards of the User County, except for the following:
 - a. Costs of any hospital, medical, psychiatric services, surgical care or treatment, and pharmaceuticals;
 - b. Costs of dental care;
 - c. Costs of transportation and maintenance between User County and said Facility.
 - d. User County is responsible for transportation of committed wards to and from Facility except in circumstances involving life-threatening injuries requiring emergency transportation to medical facilities.
2. No ward shall be committed to Facility except by Order of the Juvenile Court. Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility by agents from the User County.
3. INDEMNIFICATION.
 - a. Facility agrees to indemnify, defend and hold harmless User County and User County's officers, employees, agents, and elective and appointive boards 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 attorney's 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 and hold harmless Facility and Facility's officers, employees, agents, and elective and appointive boards 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 attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of User County, its employees or agents.

5. INSURANCE.

FACILITY will file with USER COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to USER COUNTY, with a Best's Rating of no less than A: VII showing:

a. 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.

If there is an exposure of injury to FACILITY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage will be included for such injuries or claims.

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 User County upon demand.

b. GENERAL LIABILITY INSURANCE:

1) 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:

- a) Contractual liability insuring the obligations assumed by FACILITY in this Agreement.
- b) Products liability and completed operations.
- c) Broad form property damage (including completed operations.)

2) One of the following forms is required:

- a) Comprehensive General Liability;
- b) Commercial General Liability (Occurrence); or
- c) Commercial General Liability (Claims Made).

- 3) 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

- 4) If FACILITY carries a Commercial General Liability (Occurrence) policy:

- a) 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

- b) 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).

- 5) Special Claims Made Policy Form Provisions:

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

- a) 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

- b) 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 the hold harmless provisions herein if the policy is a claims made policy.

c. ENDORSEMENTS:

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

- 1) "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."

- 2) "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."
 - 3) "This policy will not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."
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6. Facility is under no obligation to accept the wards of User County. Prior to acceptance by Establishing Counties, User County will provide background materials to the Facility. The Superintendent of Institutions may, at his discretion, decline to accept or retain wards by reason of space limitations or other conditions affecting the welfare of wards in the Facility.
7. User County acknowledges Facility programs are directed toward the enrichment of the ward's lives through a schedule of activities, events and phases, and that critical conditions affecting the welfare and success of wards in the Facility include, but are not limited to, participation in the Facility program by the ward and the ward's parents, and regular participation in the ward's program by the User County's Probation Officer assigned to the ward .
8. This contract may be terminated at anytime by either party hereto, upon a thirty (30) day written notice to the other party.
9. This agreement shall take effect on (date): July 1, 2010 and shall supersede any prior agreement between Facility and User County.
10. 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, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
11. ASSIGNMENT. User County may neither assign nor delegate any of its rights or duties under the terms of this Agreement without the prior written approval of the Facility.
12. ALTERATION. No modification or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

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

FACILITY: Frank D. Sorgea
Superintendent
Bi-County Juvenile Hall
Maxine Singer Youth Guidance Center
1023 14th Street
Marysville, CA 95901

USER COUNTY: Stephen G. Pecor
Chief Probation Officer
Placer County Probation Department
11564 "C" Avenue
Auburn, CA 95603

IN WITNESS WHEREOF, Facility and User County have executed this Agreement by causing it to be subscribed by the Chairman of the Board of Supervisors of the User County and attested by the Clerk of the Board of Supervisors thereof, and the Chief Probation Officer of the County of Yuba, the day and year first hereinabove written.

COUNTY OF PLACER

Chairman of the Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM

COUNTY OF YUBA

James L. Arnold, Chief Probation Officer
Administrator,
Bi-County Juvenile Hall
MAXINE SINGER YOUTH GUIDANCE
CENTER

APPROVED AS TO FORM
Angil Morris-Jones
COUNTY COUNSEL
