MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER

TO: Honorable Board of Supervisors
FROM: Frederick Morawcznski, Chief Probation Officer
DATE: April 26, 2005
SUBJECT: Approve the attached bed space rental agreement with Solano County for beds at its Fouts Springs Youth Facility.

ACTION REQUESTED

It is respectfully requested that your Board sign the attached contract for the purpose of obtaining bed space with the County of Solano for the placement of juvenile wards at the Fouts Springs Youth Facility 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 Springs juvenile camp/ranch. The Probation Department has maintained a contract with Solano County for this service since 1998. 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.

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 Court and once ordered, the Probation Department is bound to act accordingly. The Probation Department proposes using funds budgeted for Support and Care of Minors to cover the cost of these Court ordered placements.
SPACE AVAILABLE AGREEMENT
SOLANO COUNTY PROBATION DEPARTMENT
RE: FOUTS SPRINGS YOUTH FACILITY

THIS AGREEMENT, is made and entered into as of the First day of July, 2005, by and 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__________, a political subdivision of the State of California (hereinafter "User County"), and ending JUNE 30, 2006.

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 the Article 24 of Chapter 2 of Part 1 of Division 881 of the Welfare and Institutions Code; and

WHEREAS, the Facility was created and established by the Counties of Solano and Colusa 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, subject to said condition; and

WHEREAS, the contracting parties agree to provide space for User County Wards for the sum of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) per month per ward.
THE PARTIES HERETO DO CONTRACT AS FOLLOWS:

1. User Counties, in consideration of the Establishing Counties providing accommodations for its juvenile court wards, agrees to pay the Facility and the Facility agrees to accept $3,500 per ward per month. The payment provided in this Agreement shall cover all costs with respect of the care and maintenance of the wards of the User County, except for the following:

   a. Costs of any hospital, medical or surgical care and treatment of any of said wards;

   b. Costs of dental care;

   c. Costs of transportation and maintenance between User County and said Facility.

   d. Cost of care if detained in the juvenile hall of the Establishing Counties, said 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.

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.

2. It is expressly agreed and understood that Facility will provide periodic medical examinations during our monthly clinic from our visiting doctor or emergency treatment provided by our staff correctional care nurse at the Facility at no additional cost to User County.

3. Wards committed to Facility will be committed by Juvenile Court Order and Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility.

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

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

7. This agreement shall take effect on (date): __________________________.

8. 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.

9. 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.

10. 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.

11. NOTICE. Any notice provided for or permitted by this agreement shall be given by deposition said 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:
IN WITNESS WHEREOF, Facility and User Counties have executed this agreement by causing it to be subscribed by the Chairman of the Board of Supervisors of the User County and the Chairman of the Board of Directors of Fouts Springs Youth Facility, and attested by the Clerk of the Board of Supervisors thereof, the day and year first hereinabove written.

SOLANO COUNTY PROBATION
FOUTS SPRINGS YOUTH FACILITY

Gemma Gross
Chief Probation Officer
County of Solano

By: ___________________,
Chairman of the Board of Supervisors
of the County of ___________________.
State of California