

**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Frederick Morawcznski, Chief Probation Officer

DATE: May 9, 2006

SUBJECT: **Fiscal Year 2007 Rental Agreement for Beds at Fouts Springs Youth Facility**

ACTION REQUESTED

It is respectfully requested that your Board sign the attached contract with the County of Solano for the purpose of obtaining bed space for the placement of juvenile wards at the Fouts Springs Youth Facility on a space available basis. It is the intent of this Department to continue an annual contractual relationship with Solano County that permits Placer County to use Fouts Springs Youth Facility on a space available basis at a rate of \$3,600 per bed per month. The signing of the contract does not obligate Placer County to place minors with Solano County.

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, 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 Since that time, Placer has withdrawn from being a member county, and exhausted the monies (\$124,000) received in exiting the JPA to pay for bed space during fiscal year 2005. It is the intent of this Department to continue a contractual relationship with Solano County that permits Placer County to use Solano County's facility on a space available basis (at a rate of \$3,600 per bed per month) 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 Shasta, Yuba-Sutter, El Dorado and Solano counties).

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.



Gemma Grossi
Chief Probation Officer

Clifford Merrill
Chief Deputy Probation Officer

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

THIS AGREEMENT, is made as of the 1st day of JULY, 2006, 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.

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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, 2006 through June 30, 2007.

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 \$3,600 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. TERMINATION. This contract 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 protected status.

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 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.

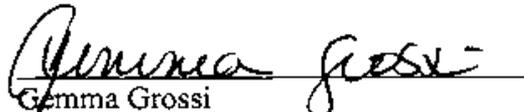
9. NOTICE. Any notice provided for or permitted by this agreement shall be given by depositing the notice in the United States Mail, postage prepaid and address as follows:

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

USER Chief Probation Officer
COUNTY: Placer
11564 C Avenue
Auburn, CA 95603

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 Grossi
Chief Probation Officer
County of Solano

By: _____
Chairman of the Board of Supervisors

of the County of PLACER
State of California

Resolution No. 2005-01

RESOLUTION OF THE FOUTS SPRINGS BOARD OF DIRECTORS AUTHORIZING THE CHIEF PROBATION OFFICER OF SOLANO COUNTY TO SIGN BED SPACE CONTRACTS 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 contracts 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, in his/her administrative capacity, has the authority to sign contracts with non-owner counties for bed space at a rate set by the Board.

I, JOHN M. VASQUEZ, 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 Special Meeting held on **April 26, 2005**, on a Motion of Director Michael Reagan, seconded by Director David Womble, by the following vote:

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

WITNESS by hand of said Board on this 26th day of April, 2005.

JOHN M. VASQUEZ, Chairman
Fouts Springs Board of Directors

