

**MEMORANDUM  
PROBATION DEPARTMENT  
COUNTY OF PLACER**

**TO:** Honorable Board of Supervisors

**FROM:** Stephen G. Pecor, Chief Probation Officer



**DATE:** March 2, 2010

**SUBJECT: Approve and sign an agreement with Calaveras County for bed space rental in Placer County's Juvenile Detention Facility.**

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**ACTION REQUESTED**

Approve and sign an agreement for the period of March 2, 2010 through June 30, 2010, for the purpose of providing bed space to the County of Calaveras for court ordered placement of juvenile wards in Placer County's juvenile facility at the rate of \$125.00 per day, on a space available basis.

**BACKGROUND**

The County of Calaveras does not have a juvenile detention facility for delinquent minors from their County. Because Placer County may have available bed space in its juvenile detention facility and because Placer County has historically provided beds on a space available basis for Calaveras County (most recently in FY2004), Calaveras County is seeking to enact this agreement with Placer County.

Placer County Probation Department will insure there are beds available at all times for minors from Placer County and that additional staffing is not needed to accommodate any rented beds.

**FISCAL IMPACT**

The enactment of this agreement will provide additional revenues to the Probation Department's budget with minimal incremental increases to operational expenses (additional meals, laundry for clothing, etc...).

Attachments: Contact  
Calaveras BOS Resolution

AGREEMENT FOR JUVENILE CUSTODY

This agreement made and entered into by and between the County of Calaveras and the County of Placer, both of which are political subdivisions of the State of California:

Whereas, the Calaveras County Probation Department, hereinafter referred to as "Calaveras," desires to obtain custody and care for certain of its juvenile offenders and such juveniles must be maintained in a secure setting; and

Whereas, the Placer County Probation Department, hereinafter referred to as "Placer," has space available at the Juvenile Detention Facility and is willing to provide custody and care for juveniles on a space available basis at the Juvenile Detention Facility;

Now, therefore, the parties agree as follows:

1. TERM: This agreement shall be for the period commencing on the final date of execution by both parties, and ending June 30, 2010.

Thereafter this agreement shall renew annually unless amended pursuant to Section 7 or terminated pursuant to Section 8.

2. PLACER COUNTY DUTIES: Placer County Probation Department agrees to do the following:
  - A. Placer shall provide juvenile custody and care pursuant to Minimum Standards for Juvenile Facilities set forth in California Code of Regulations Title 15, 19 and 24 and in accordance with all applicable Federal, State and local laws, regulations and directives on a space available basis for each Calaveras juvenile transported to Placer under this agreement
  - B. Provide routine medical care in accordance with Title 15 requirements.
  - C. At the request of Calaveras, Placer shall make written progress reports on juvenile detainees under this agreement.
  - D. Placer shall provide monthly invoices to Calaveras for each month that Calaveras has minors in custodial placement with Placer.

3. CALAVERAS COUNTY DUTIES: Calaveras County Probation Department agrees to do the following:

- A. Notify Placer of the planned delivery of a Calaveras juvenile to Placer at least two (2) hours prior to transfer, by telephone call to Placer at 530-886-4875. At the time of notification, Calaveras shall be informed if space is available and if so, Calaveras will provide Placer with classification information relating to the juvenile.
- B. Transport juvenile detainees designated for custody and care by Calaveras to Placer and transport from Placer to Calaveras as needed.
- E. Provide a copy of any Juvenile Court commitment order required as to that juvenile offender, or a statement in form acceptable to Placer County that such an order is not required.
- F. Not transport juvenile offenders who have communicable, contagious, or infectious disease, or who require immediate medical care and attention.
- G. Provide a properly executed medical consent in a form acceptable to Placer County to provide such medical care and treatment as may become necessary during the time the juvenile offender is committed in Placer County.
- H. Comply with any and all legal requirements not directly involving the commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices, and arranging Court appearances.
- I. Comply with any and all legal requirements involving continued commitment.
- J. Promptly take delivery of any juvenile offender requested to be returned or released by Placer County to Calaveras County.
- K. Pay the actual cost of any hospital, medical, surgical, or dental care for juvenile detainees, except for routine medical examinations.

4. PAYMENT: Calaveras, in consideration of Placer providing accommodations for its juvenile

offenders, agrees to pay Placer, and Placer agrees to accept the sum of \$125 per day (or any portion thereof) per minor accepted for placement into the Placer County Juvenile Detention Facility.

Calaveras shall pay the actual cost of any hospital, medical, surgical, or dental care for juvenile detainees, except for routine medical examinations, which Placer shall provide at its own expense.

Placer shall keep all necessary books and records in connection with the services performed under this Agreement and shall document all transactions so that Calaveras County auditors may properly audit all services and expenditures under this agreement. Placer shall maintain all records to this contract for a period of four fiscal years, and shall maintain all records to this contract for a period of four fiscal years, and shall make these records available to authorized Calaveras County Personnel.

5. RESPONSIBILITY AND LIABILITY: Each county shall be responsible for the acts and omissions of its own officers, employees and agents.

Calaveras shall indemnify, defend and hold harmless Placer, its officers, employees and agents from and against any and all claims, losses, liabilities for damages, demands and actions, including payments of reasonable attorney's fees arising out of or resulting from Calaveras' performance of this agreement, reduced in proportion to and to the extent such claims are caused in whole or in part by any negligent or willful act or omission of Placer, its officers, employees and agents.

Placer shall indemnify, defend and hold harmless Calaveras, its officers, employees and agents from and against any and all claims, losses, liabilities for damages, demands and actions, including payment of reasonable attorney's fees arising out of or resulting from Placer's performance of this agreement, reduced in proportion to and to the extent such claims are caused in whole or in part by any negligent or willful act or omission of Calaveras, its officers, employees, and agents.

During the term of this agreement each of the parties agrees to maintain at their own expense insurance or self insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. Coverage shall be at least

as broad as the following: General Liability (occurrence form CG0001) \$1,000,000 per occurrence with minimum double aggregate liability; Automobile Liability (CA001) \$1,000,000 per accident; Worker's Compensation, and Professional Liability \$1,000,000 per occurrence.

6. ENTIRE AGREEMENT: All terms of this agreement are contained herein.

This agreement may be executed in duplicate counterparts, each of which shall constitute an original.

This agreement shall become effective upon the exchange of signed duplicate counterparts.

7. AMENDMENT: This agreement may only be amended in writing with the consent of the Board of Supervisors of each county, or by an official specifically authorized by the Board of Supervisors.

8. TERMINATION: Either party may terminate this agreement without cause upon a thirty day written notice served upon the other party.

Calaveras shall be responsible for all costs specified herein until it's juveniles are transferred out of the facility.

9. NOTICE: Notice or other communications to the parties regarding this agreement shall be given by United States mail postage prepaid as follows:

To Calaveras:

Chief Probation Officer  
Calaveras County Probation Department  
891 Mountain Ranch Road  
San Andreas 95232

To Placer:

Chief Probation Officer  
Placer County Probation  
2929 Richardson Drive, Suite B  
Auburn, CA 95603

Notice shall be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as set out above. The parties by notice given hereunder may designate different addresses to which subsequent notices or other communications shall be sent.

In witness whereof, the parties have executed this agreement.

Dated: 12/13/09

COUNTY OF Calaveras

[Signature]

CHAIRPERSON  
Board of Supervisors  
County of Calaveras  
State of California

Approved as to Legal Form:  
CALAVERAS COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel

[Signature]  
Teri Hall  
Interim Chief Probation Officer

Dated: \_\_\_\_\_

COUNTY OF PLACER

CHAIRPERSON  
Board of Supervisors  
County of Placer  
State of California

Approved as to Legal Form:  
PLACER COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel

[Signature]  
Stephen G. Pecor  
Chief Probation Officer

1 December 15, 2009

2 BOARD OF SUPERVISORS, COUNTY OF CALAVERAS

3 STATE OF CALIFORNIA

4  
5 RESOLUTION RESOLUTION APPROVING THE AGREEMENT FOR USE  
6 OF THE COUNTY OF PLACER'S  
7 JUVENILE DETENTION FACILITY

8 NO. 09- 217

9 WHEREAS, Calaveras County wishes to enter into an agreement  
10 for detention services with the County of Placer Juvenile  
11 Detention Facility

12 WHEREAS, the Placer is agreeing to offer Calaveras County  
13 juvenile hall beds at a rate of \$125.00 per day per ward on an  
14 as needed basis;

15  
16 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors  
17 of the County of Calaveras, State of California, that the County  
18 of Calaveras hereby enters into agreement with the County of  
19 Placer Juvenile Detention Facility.

20 ON A MOTION by Supervisor Callaway, seconded by  
21 Supervisor Tofanelli, the foregoing resolution was duly  
22 passed and adopted by the Board of Supervisors, County of  
23 Calaveras, State of California, this 15th day of December,  
2009 by the following vote:

24 AYES: Supervisors Tofanelli, Wilensky, Callaway and Thomas

25 NOES: None

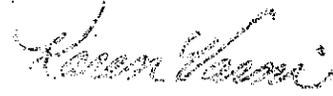
ABSENT: None

1 ABSTAINED: None

2  
3 Resolution 09 - 217

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5   
6 \_\_\_\_\_  
7 Chair, Board of Supervisors

8 ATTEST:

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10 

11 \_\_\_\_\_  
12 County Clerk and Ex-Officio Clerk to the  
13 Board of Supervisors, County of Calaveras  
14 State of California