




LASSEN COUNTY PROBATION DEPARTMENT

Chief Probation Officer
107 S. Roop Street
Susanville, CA 96130
Phone: 530-251-8212
Fax: 530-257-9160

To: Board of Supervisors

From: Jennifer Branning, Chief Probation Officer 

Date: May 8, 2016

Subject: Agreements for 90 Day Juvenile Hall Placements with Butte and Shasta Counties.

Recommendation: That the Board of Supervisors approve the Placement Agreements for Juvenile Hall Placement.

Lassen County has a need to temporarily place juveniles in Butte and Shasta Counties for a period no longer than 90 Days. Critical staffing levels have been reached and the Board of State and Community Correction have made extensive changes to the Juvenile Title 15 Regulations. Employees are reaching the maximum hours available for vacation hours and there are four vacancies to cover. Allowing for time to concentrate on the extensive revision of facility procedures, a facility assessment and employee vacations is crucial to the operations of the Detention Facility.

Each agreement expresses the need to implement an agreement between Butte and Shasta counties with Lassen for temporary placement in juvenile hall. The agreements include services to be rendered and conditions of reimbursement for such services.

Financial Impact: The agreements specify a rate to be billed at \$110.00 per 24 hour period. This agreement is to include reimbursements for medical services, psychological services, and education services above and beyond the allotted amount with CFMG. Probation 145 (0562).

Attachments: A copy of each agreement for reference.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF
BUTTE AND
LASSEN COUNTY PROBATION
DEPARTMENT
REGIONAL FACILITY USE AGREEMENT
May 30, 2018 through August 30, 2018**

This Memorandum of Understanding (MOU) is entered into May 30, 2018 by and between the COUNTY OF BUTTE, a political subdivision of the State of California, acting through the BUTTE COUNTY PROBATION DEPARTMENT, hereinafter referred to as BUTTE and the LASSEN COUNTY PROBATION DEPARTMENT, hereinafter referred to as LASSEN. The purpose of this MOU is to set forth the types and terms of collaborative services of a Regional Facility Use Agreement between BUTTE and LASSEN hereinafter referred to as "Parties" collectively or "Party" individually.

WHEREAS, LASSEN has a need for use of a Juvenile Detention Facility and desires to place LASSEN youth detained pursuant to order of its LASSEN juvenile court in the BUTTE Juvenile Detention Facility (Detention Facility), to the extent that excess accommodations are available, and

WHEREAS, BUTTE currently operates and maintains a Detention Facility in the City of Oroville, located at 41 County Center Dr., where space may exist in excess of its needs:

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

BUTTE shall provide placement in the Detention Facility, for LASSEN youth who have been accepted by BUTTE for such placement. Placement in the Detention Facility shall be made if BUTTE determines excess space in the facility exists and BUTTE agrees to accept the youth.

All LASSEN youth accepted for placement and placed in the Detention Facility shall receive the same accommodations and services as BUTTE youth in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care, and dental care as arranged and authorized by LASSEN. Dental Care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

BUTTE may provide emergency medical services without prior authorization from LASSEN.

Payment for Medical, Dental, and Mental Health services shall be the responsibility of LASSEN in the event such services fall outside those contracted as being routinely provided to BUTTE youth.

A. TERM:

This Agreement shall be in effect from May 30, 2018 through August 30, 2018. This Agreement may be terminated at anytime by either party hereto, upon a thirty (30) day written notice to the other party.

B. PAYMENT:

Board and Care: LASSEN shall pay BUTTE monthly for the costs of board and care for each LASSEN youth so placed for each day or portion thereof that said LASSEN youth is housed in the Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of BUTTE. The rate currently established by the Chief Probation Officer is \$110.00 for each 24-hour day or portion thereof for a youth detained in a detention bed and \$120.00 for each 24-hour day or portion thereof for a youth committed to the Camp Condor program. This rate is subject to change by the Butte County Board of Supervisors. LASSEN shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this Agreement.

Legal Costs: LASSEN shall be solely responsible for providing legal services for said youth and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a LASSEN youth placed in the Detention Facility, LASSEN shall defend said litigation and hold BUTTE, its officers and employees, fully harmless there from.

Medical and Psychological Services: LASSEN agrees to pay for or to reimburse BUTTE for the actual costs of any necessary psychological, dental care, prescription medications or mental health care provided by third-party contractors and required by a LASSEN youth placed pursuant to this Agreement. LASSEN agrees to pay for any costs above \$10,000 per medical/surgical inpatient catastrophic episode. BUTTE is authorized to obtain emergency medical, dental, and mental health care for LASSEN youths without prior authorization. All other services must be pre-authorized by LASSEN.

Education: LASSEN shall reimburse BUTTE for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district within the Detention Facility.

Billing and Payments: BUTTE shall bill LASSEN on a per youth basis, on a monthly or quarterly basis. 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. LASSEN shall pay BUTTE within 30 days after receiving notice of payment due. Payment shall be made out to BUTTE and mailed to:

Butte County Probation
Attention: Contracts
42 County Center Drive
Oroville, CA 95965

C. TRANSPORTATION:

LASSEN shall be responsible for providing round-trip transportation of LASSEN youth(s) to and from LASSEN and the Detention Facility. BUTTE shall provide routine transportation for LASSEN youth within Butte County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

D. COURT DOCUMENTATION:

LASSEN shall be responsible for providing; conformed Court orders committing LASSEN youth(s) to the Detention Facility, dispositional report committing LASSEN youth(s) to the Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to BUTTE transportation staff upon pick-up or delivery of LASSEN youth.

E. REMOVAL OF YOUTHS:

BUTTE shall promptly remove any LASSEN youth(s) placed in the Detention Facility upon request of BUTTE. BUTTE shall have sole discretion to request removal of LASSEN youth(s). Upon decision to remove LASSEN youth(s), BUTTE shall notify LASSEN by telephone and LASSEN shall pick-up said LASSEN youth(s) within five (5) working days of notification.

F. INDEMNITY:

It is agreed that LASSEN shall defend, save harmless and indemnify BUTTE, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of LASSEN, its officers and/or employees.

It is further agreed that BUTTE shall defend, save harmless and indemnify LASSEN, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omission of BUTTE, its officers and/or employees.

In the event of concurrent negligence of LASSEN, its officers and/or employees, and BUTTE, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

G. INSURANCE:

BUTTE is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under BUTTE'S participation in the CSAC Excess Insurance Authority. LASSEN is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under LASSEN' participation in the CSAC Excess Insurance Authority.

H. PRISON RAPE ELIMINATION ACT (PREA):

BUTTE will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. BUTTE acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

I. ALTERATION OF TERMS:

The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all parties.

J. TERMINATION:

This Agreement may be terminated by either BUTTE OR LASSEN by a thirty (30) day written notice. Authorized costs incurred by BUTTE shall be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated above unless the Completion Date is modified by written amendment to this Contract.

K. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

LASSEN:

Jennifer Branning, Chief Probation Officer
2950 Riverside Drive, Suite 101
Susanville, California 96130
Phone: 530-251-8212
Facsimile: 530-257-9160

BUTTE:

Steven K. Bordin, Chief Probation Officer
42 County Center Drive
Oroville, CA 95965
Phone: 530-538-7663
Facsimile: 530-538-7871

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- BUTTE --

By _____
Steven K. Bordin Date
Chief Probation Officer

By _____
Tamara Ingersoll Date
Deputy Director
General Services Department

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By _____

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By _____

-- LASSEN --

By _____
Chairman
Lassen County Board of Supervisors

By Richard Egan Date _____
County Administrative Officer

By _____ Date _____
Jennifer Branning
Chief Probation Officer

APPROVED AS TO FORM;

By *[Signature]* 3-7-18
Lassen County Counsel Date

**AGREEMENT FOR PLACEMENT OF JUVENILE COURT WARDS
AT SHASTA COUNTY JUVENILE REHABILITATION FACILITY**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("Shasta County") and the County of Lassen ("Placing County") for the purpose of allowing Placing County to place wards of the juvenile court ("Placing County Ward") in Shasta County's Juvenile Rehabilitation Facility on a space-available basis. "Shasta County" and "Placing County" are, collectively, the "Parties" and individually a "Party."

Section 1. RESPONSIBILITIES OF PLACING COUNTY.

- A. Pursuant to the terms and conditions of this agreement, Placing County shall pay Shasta County the sum of \$115.00 per day, or portion of the day, for each bed occupied by a Placing County Ward.
- B. In addition to the payment provided in Section 1.A., Placing County shall pay any and all costs associated with the placement of any Placing County Ward, including, but not limited to, the following:
 - 1. Costs of any hospital, medical, mental health or surgical care or treatment, including the costs of prescription medication;
 - 2. Costs of dental or orthodontic care;
 - 3. Costs of educational services not compensated for by the State of California;
 - 4. Costs of transportation and maintenance between Placing County and the Juvenile Rehabilitation Facility; and
 - 5. Any and all workers' compensation costs for the Placing County Ward, should Placing County's Ward file a workers' compensation claim.
- C. Placing County shall be solely responsible for providing any and all legal services for the Placing County Ward and is solely responsible for any costs of legal services provided.
- D. In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a Placing County Ward, Placing County shall defend said litigation.
- E. Placing County shall be responsible for providing Juvenile Court orders or other documentation authorizing the Placing County Ward to be housed in a Juvenile Detention Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge authorizing Shasta County to provide medical treatment prior to placement.

- F. Placing County shall promptly remove any Placing County Ward upon request of Shasta County. Shasta County shall have sole discretion to request removal of any Placing County Ward. Upon decision to remove Placing County Ward, Shasta County shall notify Placing County by telephone and Placing County shall pick-up the Placing County Ward within five (5) working days of notification (or sooner if requested by Shasta County).

Section 2. RESPONSIBILITIES OF SHASTA COUNTY.

- A. Shasta County shall maintain and operate the Juvenile Rehabilitation Facility pursuant to Article 15 of Chapter 2 of Part I of Division 2 of the Welfare and Institutions Code.
- B. Except as provided in Section 2.C., accept Placing County Wards at Shasta County's sole discretion.
- C. Shasta County has developed and may, from time to time, modify its criteria for the acceptance of juvenile court wards. Shasta County reserves the right, at Shasta County's sole discretion, to reject or return any ward of Placing County who Shasta County determines is unfit for placement or continued placement at the Juvenile Rehabilitation Facility.

Section 3. SUBORDINATION OF THIS AGREEMENT TO THE FACILITY LEASE.

Shasta County's right to use and occupy the Juvenile Rehabilitation Facility is governed by a Facility Sublease dated as of October 1, 2013 by and between the Department of Corrections and Rehabilitation of the State of California, as lessor, ("CDCR") and Shasta County, as lessee, and recorded on October 21, 2013 in the Official Records of the County of Shasta as Document No. 2013-0037274 ("Facility Sublease"). Pursuant to the Facility Sublease, Shasta County's use of the Juvenile Rehabilitation Facility is, in all respects, subordinate and subject to the Facility Lease by and between the State Public Works Board of the State of California ("SPWB"), as lessor, and CDCR, as lessee, and recorded on October 21, 2013 in the Official Records of the County of Shasta as Document No. 2013-0037273 ("Facility Lease"). The Placing County acknowledges that its use of space in the Juvenile Rehabilitation Facility for placement of its wards pursuant to this agreement is, in all respects, subordinate to the Facility Lease.

Section 4. COMPENSATION.

Placing County shall pay to Shasta County a maximum of \$24,500 for all reasonable and necessary costs in accordance with applicable circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$24,500.

Section 5. BILLING AND PAYMENT.

Shasta County shall submit monthly a statement of services rendered to Placing County. Placing County shall make payment within 30 days of receipt of Shasta County's statement.

Section 6. TERM OF AGREEMENT.

This agreement shall commence May 30, 2018 and shall end August 30, 2018. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If either party materially fails to perform either parties' responsibilities under this agreement to the satisfaction of either party, or if either party fails to fulfill in a timely and professional manner its obligations under this agreement, or if either party violates any of the terms or provisions of this agreement, then the party not in breach of the agreement shall have the right to terminate this agreement for cause effective immediately upon giving written notice to the party in breach of the agreement. If termination for cause is given by Shasta County to Placing County and it is later determined that Placing County was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days' written notice. Placing County shall pay Shasta County for all work satisfactorily completed up to the time the last of Placing County's ward is removed.
- C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. In such event, Placing County shall immediately remove all wards placed with Shasta County and pay Shasta County for all work satisfactorily completed up to the time the last of Placing County's wards is removed.
- D. Shasta County's right to terminate this agreement may be exercised by its Chief Probation Officer.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Placing County shall be entitled to no other benefits other than those specified herein. Placing County specifically acknowledges that in entering into and executing this agreement, Placing County relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Placing County and the Chief Probation Officer, as long as the parties use the Shasta County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

Section 9. NON-ASSIGNMENT OF AGREEMENT; NON-WAIVER.

Placing County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Shasta County. The waiver by Shasta County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS.

Both parties shall, during the entire term of this agreement, be construed to be independent contractors, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either party to exercise discretion or control over the professional manner in which the other party performs the work or services that are the subject matter of this agreement. Placing County shall not be eligible for coverage under Shasta County's workers' compensation insurance plan nor shall Placing County be eligible for any other Shasta County benefit.

Section 11. INDEMNIFICATION.

- A. Placing County acknowledges that each Placing County Ward has been determined to be delinquent and that Shasta County cannot guarantee the safety of Placing County Wards. Placing County acknowledges this risk and shall defend, hold harmless, and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees

by reason of any person's or persons' injury, including death, or property (including property of Shasta County) being damaged by the negligent acts, willful acts, or errors or omissions of the Placing County, Placing County Ward or any of Placing County's subcontractors, any person employed under Placing County, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Shasta County.

- B. Shasta County shall defend, hold harmless and indemnify Placing County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Placing County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Placing County) being damaged by the negligent acts, willful acts, or errors or omissions of Shasta County or any of Shasta County's subcontractors, any person employed under Shasta County, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Placing County.

Section 12. INSURANCE.

Placing County and Shasta County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability and workers' compensation insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

Section 13. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with Placing County or if any lawsuit is instituted concerning Placing County's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Shasta County, Placing County shall give prompt and timely notice thereof to Shasta County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. The parties will observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the work or services to be provided pursuant to this agreement.
- B. The parties will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. The parties represent that the parties are in compliance with and agree that the parties shall continue to comply with the Americans with Disability Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

Section 15. ACCESS TO RECORDS/RETENTION.

County, federal and state officials shall have access to any books, documents, papers and records of the parties that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Shasta County or Placing County. Except where longer retention is required by federal or state law, the parties shall maintain all records for five years after Shasta County receives final payment hereunder.

Section 16. CONFLICTS OF INTEREST.

Placing County and Placing County's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of work or services required under this agreement.

Section 17. NOTICES.

- A. Except as provided in section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta County:	Shasta County Probation Department Attn: Chief Probation Officer 2684 Radio Lane Redding, CA 96001 Phone (530) 245-6200
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Fax (530) 245-6001

If to Placing County: Lassen County Probation Department
Attn: Chief Probation Officer
2950 Riverside Drive
Suite 101
Susanville, CA 96130
Phone: (530) 251-8212
Fax: (530) 257-9160

- B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta County as provided for in the agreement may be executed and/or exercised by the Shasta County Chief Probation Officer or his/her designee.

Section 18. AGREEMENT PREPARATION.

It is agreed and understood by the parties this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

Section 19. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

Section 20. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

SIGNATURE PAGE FOLLOWS

COUNTY OF SHASTA