



LASSEN COUNTY PROBATION DEPARTMENT


☒ **Adult Probation**
Physical & Mailing:
2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8212
Fax# 530-257-9160

☐ **Juvenile Probation**
1415A Chestnut Street
Susanville, CA 96130
Mailing Adr:
2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8213
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☐ **Juvenile
Detention Facility**
1415B Chestnut Street
Susanville, CA 96130
Mailing Adr:
2950 Riverside Dr.
Suite 101
Susanville, CA 96130
Phone# 530-251-8324
Fax# 530-251-1891

MEMORANDUM

To: Board of Supervisors

From: Jennifer Branning, Chief Probation Officer 

Date: August 22, 2019

Subject: Agreement between Lassen County Probation and Shasta County for
Juvenile detention FY 19/20

Recommendation: Board of Supervisors approve the Agreement between Shasta County and the Lassen County Probation Department.

This Agreement is for placement of wards of the juvenile court provided by the Shasta County Juvenile Rehabilitation Facility for Lassen County Probation at the daily rate of \$115.00 per day, per bed.

This Agreement will provide beds for wards of the juvenile court shall they need to be detained in a facility.

Financial Impact: Expenditure for Probation 145 (0561) not to exceed \$83,950 per fiscal year.

Attachments: Copies of the Agreement

**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 \$83,950 per Fiscal Year 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 \$251,850.

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 as of the last date it has been signed by both Parties and shall end one year from date of signing. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. 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
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Phone (530) 245-6200

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