

AGREEMENT FOR THE HOUSING OF DETAINED WARDS

THIS AGREEMENT FOR THE HOUSING OF DETAINED WARDS (“Agreement”) is made and entered into by the County of Siskiyou, a political subdivision of the State of California (“Sending County”), and the County of Mendocino, a political subdivision of the State of California (“Receiving County”).

WHEREAS, the Sending County has a need for youth detention facilities and desires to place wards detained pursuant to order of its juvenile court in the Mendocino County Juvenile Hall; and

WHEREAS, the County of Mendocino current operates and maintains a Juvenile Hall in the City of Ukiah, where space may exist in excess of its needs; and

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code § 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of the Mendocino County, certain individuals under the jurisdiction of the Juvenile Court of the Sending County for purposes of continued detention; and

WHEREAS, the Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County prior to making a recommendation for transfer of a youth from Sending County to the presiding judge of the Mendocino County Juvenile Court. If transferred pursuant to California Welfare and Institutions Code § 872, Sending County’s Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of youth; and

WHEREAS, this agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statutes, or as required.

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:

1. **TERM.** This initial term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025, unless terminated earlier in accordance herewith. The Agreement may be extended for an additional 1-year period upon written agreement by Sending County and Receiving County prior to the initial term termination date; the Daily Rate as specified in Section 4 below is subject to review and modification at the commencement of the 1-year extension period. Reference Section 4 below.
2. **ACCEPTANCE OF YOUTH; HOUSING.** Upon the presentation of an Order of the Sending County’s Juvenile Court, or such other documentation as required to the Receiving County’s Probation Officer, and completion of Receiving County’s admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and

Institutions Code and applicable law. All youth from Sending County accepted for placement and placed in Receiving County's Juvenile Hall shall receive the same accommodations and services as Receiving County's youth in accordance with federal, state and local laws and regulations.

3. **REFUSAL; RETURN OF INDIVIDUAL.** At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County.

Receiving County's Probation Officer determines appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at their sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

4. **COMPENSATION; PAYMENT.** In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of One Hundred Seventy-Five and no/100 dollars (\$175.00) per day per person ("Daily Rate").

In no event shall the cost to Sending County exceed the maximum budget amount approved by the Sending County's Board of Supervisors, inclusive of all costs and expenses as contained in this Agreement, except that Receiving County shall be entitled to payment for all services provided under the terms of this Agreement. The Daily Rate shall not include expenses associated with:

- a. Providing non-routine medical care and treatment (including but not limited to psychotropic medications) to any individual;
- b. Providing non-routine dental care and treatment to any individual;
- c. Transportation services associated with transferring an individual in or out of the Receiving County;
- d. Any good or service, the cost for which is accepted by law.

Any expense not included in the Daily Rate is billed in addition to the Daily Rate. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

Should Sending County and Receiving County choose to extend this agreement for one additional year, Receiving County shall review the Daily Rate for the next year. Any change to the Daily Rate shall be specified in the written agreement between Sending County and Receiving County for the extension of the Agreement as outlined in Section 1 above.

5. **NOTIFICATION IN CIRCUMSTANCES OF EMERGENCY.** Receiving County shall notify Sending County as soon as reasonably possible:

- a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement; or

- b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. INDEMNIFICATION.

- a. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.
- b. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

- 7. TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other party.

- 8. MODIFICATION.** No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific stance for which given.

- 9. COURT DOCUMENTATION.** Sending County shall be responsible for providing confirmed Court orders committing individuals to the Juvenile Hall, dispositional report committing individuals to the Juvenile Hall, and consent to medical treatment signed by a parent, legal guardian or Juvenile Court Judge upon transportation to Receiving County's Juvenile Hall.

- 10. CONFIDENTIALITY; MAINTENANCE OF CONFIDENTIAL INFORMATION.** The intent of this Agreement is for the Receiving County to provide housing for Sending County's wards in Receiving County's Juvenile Hall as described above. However, should specific information regarding the Sending County's wards become known to Receiving County, the following confidentiality rules shall apply:
- a. Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedure (MPP) Division 19, which provide that:

- i. All applications and records concerning any individual made or kept by Contract shall be confidential and shall not be open for examination for any purpose not directly connected to the administration of this program.
 - ii. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - iii. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.
- c. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding confidential nature of youth case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential. Both parties agree not to 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.
- d. Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing their contracted services. The Receiving County understands that they are subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information Act [Part 2.6 Commencing with Section 56]] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this Agreement.

11. **ASSIGNMENT.** The rights and obligations associated with this Agreement may not be assigned to any other party with the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

12. **WAIVER.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy, shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13. **INSURANCE.** Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than \$1 million combined single limit body 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.
14. **BINDING.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.
15. **AMENDMENTS.** No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.
16. **SEVERABILITY.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
17. **NOTICES.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivery to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office of mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective upon receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

RECEIVING COUNTY: COUNTY OF MENDOCINO
589 Low Gap Road
Ukiah, CA 95482
Attn: Chief Probation Officer

SENDING COUNTY: COUNTY OF SISKIYOU
805 Juvenile Lane
Yreka, CA 96097
Attn: Chief Probation Officer

Any incorrectly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

18. **CHOICE OF LAW.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
19. **VENUE.** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
20. **TIME IS OF THE ESSENCE.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allow in this Agreement.
21. **AUTHORITY.** Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.
22. **ENTIRE AGREEMENT.** This Agreement, including all attachments, exhibits, and any other documents incorporated into this Agreement, shall constitute the entire agreement between Receiving County and Sending County relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written documents signed by both parties. In the event of a conflict between the body of this Agreement and any Exhibits, the provisions in the body of this Agreement shall control.
23. **ELECTRONIC COPY.** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
24. **SURVIVAL.** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including, without limitation, the obligations regarding Indemnification (Section 6) shall survive termination or expiration for two (2) years.

25. **ATTORNEY'S FEES.** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

IN WITNESS WHEREOF, the COUNTY OF SISKIYOU and COUNTY OF MENDOCINO have executed this Agreement, this _____ day of _____, 2024.

**“SENDING COUNTY”
COUNTY OF SISKIYOU**

**“RECEIVING COUNTY”
COUNTY OF MENDOCINO**

Michael N. Kobseff, Chair
Board of Supervisors

See Page 9
Izen Locatelli
Chief Probation Officer

Date

Date

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By: See Page 9

By: _____
Deputy

INSURANCE REVIEW:

By: See Page 9
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: See Page 9
Deputy CEO or Designee

Date: _____

COUNTY OF MENDOCINO:

By: See Page 9
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of Said Board

By: See Page 9
Deputy

Date: _____

IN WITNESS WHEREOF, the COUNTY OF SISKIYOU and COUNTY OF MENDOCINO have executed this Agreement, this _____ day of _____, 2024.

**“SENDING COUNTY”
COUNTY OF SISKIYOU**

**“RECEIVING COUNTY”
COUNTY OF MENDOCINO**

See Page 8 _____
Michael N. Kobseff, Chair
Board of Supervisors

Izen Locatelli
Chief Probation Officer

Date

Date

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____

By: See Page 8 _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: _____

COUNTY OF MENDOCINO:

By: _____
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of Said Board

By: _____
Deputy

Date: _____

SISKIYOU COUNTY ACCOUNTING DETAIL:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>Act Code</u>	
1001	203050	740000		Rate - \$0.01
1001	203060	740000	202	Rate - \$0.01
2111	401081	740000		Rate - \$0.01