

**AGREEMENT FOR PLACEMENT OF JUVENILE COURT WARDS
AT HUMBOLDT COUNTY JUVENILE HALL**

This agreement is entered into this 10th day of Jan, 2023 by and between the County of Humboldt, a political subdivision of the State of California ("Humboldt County") and the County of Del Norte, a political subdivision of the State of California ("Placing County") for the purpose of allowing Placing County to place wards or youth with pending wardship petitions of the juvenile court ("Placing County Ward") in the Humboldt County Juvenile Hall on a space-available basis.

WHEREAS, Humboldt County, by and through the Humboldt County Probation Department, maintains and operates the Humboldt County Juvenile Hall, a juvenile facility (hereinafter Juvenile Hall) pursuant to Article 23 of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code, and said facility has accommodations in excess of Humboldt County's needs and is, in part, available for use by Del Norte County for placement of juveniles; and

WHEREAS, Del Norte County has a need for juvenile detention facilities and a desire to place minors in Humboldt County pursuant to order of its juvenile court; and

WHEREAS, Del Norte County desires for such placement of minors to comply with the provisions of Welfare and Institutions Code Section 870 and, as referenced therein, Government Code Section 6500 *et seq.*; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the placement of juveniles in the Humboldt County Juvenile Hall by Del Norte County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. JOINT EXERCISE OF POWERS.

Humboldt County shall be able to exercise all powers necessary to operate a Juvenile Hall which are vested in the County of Del Norte and the Del Norte County Probation Department pursuant to Welfare and Institutions Code Section 850 *et seq.*

Section 2. RESPONSIBILITIES OF PLACING COUNTY.

- A. Pursuant to the terms and conditions of this agreement, Placing County shall pay Humboldt 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 Humboldt County Juvenile Hall; 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 Humboldt County to provide medical treatment prior to placement.
- F. Placing County shall promptly remove any Placing County Ward upon request of Humboldt County. Humboldt County shall have sole discretion to request removal of any Placing County Ward. Upon decision to remove Placing County Ward, Humboldt 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 Humboldt County).

Section 3. RESPONSIBILITIES OF HUMBOLDT COUNTY.

- A. Humboldt County shall maintain, own, and operate the Humboldt County Juvenile Hall 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 Humboldt County's sole discretion.
- C. Humboldt County has developed and may, from time to time, modify its criteria for the acceptance of juvenile court wards. Humboldt County reserves the

right, at Humboldt County's sole discretion, to reject or return any ward of Placing County who Humboldt County determines is unfit for placement or continued placement at the Humboldt County Juvenile Hall.

Section 4. COMPENSATION.

Placing County shall pay to Humboldt County a maximum of \$300,000 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 \$300,000.

Section 5. BILLING AND PAYMENT.

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

Section 6. TERM OF AGREEMENT.

The term of this agreement shall be effective upon the date of the last signature of the agreement and shall end June 30, 2025. Notwithstanding the foregoing, Humboldt County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until Humboldt County's Board of Supervisors appropriates funds for Humboldt County's responsibilities in this agreement in Humboldt 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 Humboldt 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. Humboldt County shall notify Placing County 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 Humboldt 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 Humboldt County for all work satisfactorily completed up to the time the last of Placing County's ward is removed.

- C. Placing County 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 Humboldt County and pay Humboldt County for all work satisfactorily completed up to the time the last of Placing County's wards is removed.
- D. Humboldt 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, including retroactive, 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 Humboldt County's standard format amendment.
- 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 Humboldt County. The waiver by Humboldt 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 Humboldt County's workers' compensation insurance plan nor shall Placing County be eligible for any other Humboldt County benefit.

Section 11. INDEMNIFICATION.

- A. Placing County acknowledges that each Placing County Ward has been determined to be delinquent and that Humboldt County cannot guarantee the safety of Placing County Wards. Placing County acknowledges this risk and shall defend, hold harmless, and indemnify Humboldt 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 Humboldt 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 Humboldt County.
- B. Humboldt 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 Humboldt County or any of Humboldt County's subcontractors, any person employed under Humboldt 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 Humboldt 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 reasonable affect Humboldt County, Placing County shall give prompt and timely notice thereof to Humboldt 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 Humboldt 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 Humboldt 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 Humboldt 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 Humboldt County: Humboldt County Probation Department
Attn: Chief Probation Officer
2002 Harrison Avenue
Eureka, CA 95501
Phone (707) 445-7401
Fax (707) 445-6001

If to Placing County: Del Norte County Probation Department
Attn: Chief Probation Officer
450 H Street
Room 202
Crescent City, CA 95531
Phone: (707) 464-7215
Fax: (707) 465-0302

- 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 Humboldt County as provided for in the agreement may be executed and/or exercised by the Humboldt County Chief Probation Officer or his/her designee.

Section 18. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE.

By executing this Agreement, Placing County certifies that it is not a Nuclear Weapons Contractor, in that Placing County is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. Placing County agrees to notify Humboldt County immediately if it becomes a Nuclear Weapons Contractor as defined above. Humboldt County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Placing County subsequently becomes a Nuclear Weapons Contractor.

Section 19. 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 20. 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 21. 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.

Section 22. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Humboldt County and Placing County have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF HUMBOLDT



Steve Madrone, Chair,
Humboldt County Board of Supervisors
Date:

COUNTY OF DEL NORTE



By: Darrin Short, Chair
Del Norte County Board of Supervisors
Date: 01/10/23