



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-34**

For the meeting of: June ~~6~~, 2017  
**27**

Date: May 12, 2017  
To: Board of Supervisors  
From: William Damiano, Chief Probation Officer  
Subject: Approval of the Form Contract for Out of County Referrals to the Northern California Regional Facility

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached form contract for use when other counties desire to contract for bed space at the Northern California Regional Facility on an as needed/per juvenile ward basis.
2. Authorize the Chief Probation Officer to sign substantially similar future agreements and amendments, including amendments to the daily rate, with the approval of County Counsel and Risk Management.

SOURCE OF FUNDING:

General Fund (Regional Facility Budget Unit 254)

Prepared by: Elisha Hardison, Legal Office Business Manager CAO Approval: *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *[Signature]* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-19, C-11, D-9

Meetings of: December 13, 2005, November 6, 2012, March 10, 2015

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*  
Ayes *Sundberg, Fennell, Bass, Bohn*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent *Wilson*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 27, 2017*  
By: *[Signature]*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Northern California Regional Facility New Horizons Program is authorized by Welfare and Institutions Codes §5695-5697.5 and is utilized by other California counties as a secured programming alternative for placement of juvenile wards. On December 13, 2005, the Board authorized the Chief Probation Officer to sign contracts for out of county referrals of juvenile wards to the Northern California Regional Facility. On November 6, 2012, and March 10, 2015, the Board approved updated versions of this contract and continued authority for the Chief Probation Officer, County Counsel and Risk Management to sign on behalf of the Board. This is now before your Board to update the form contract to comply with current Humboldt County contract standards.

Approving the attached form contract and authorizing the continued authority of the Chief Probation Officer, County Counsel and Risk Management to sign on behalf of your Board will expedite the process of placing a juvenile ward for counties in need of alternative placement. This expedited process means that the Probation Department will not have to request Board approval for each placement, which translates to a much earlier placement for the juvenile ward. Early placement minimizes the number of days that out of county wards spend in-custody, housed in the juvenile halls of their home counties that are inappropriate for the placement needs of wards referred to the Northern California Regional Facility New Horizons program.

FINANCIAL IMPACT:

Revenue for the contracting of bed space by outside counties comes directly to the Probation Department to offset daily detention costs. The current daily rate for the Regional Facility New Horizons program is \$188.72, which was approved by your Board on May 7, 2013. The Humboldt County Department of Health and Human Services, Mental Health Branch contracts separately with the referring county's mental health department for the cost of the juvenile ward's mental health treatment while in the New Horizons program.

With continued approval of this form contract, the Probation Department will continue its partnership with other California counties to provide quality service for the placement of juvenile wards in the Northern California Regional Facility and expedite the process allowing wards to enter the New Horizons program more quickly. This agreement supports the Board's strategic framework by building interjurisdictional and regional cooperation.

OTHER AGENCY INVOLVEMENT:

Probation Departments in the Northern California Region.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the Probation Department's requests outlined in this agenda item, however this is not recommended by staff. Board approval for each placement and bed contract amendment would delay placement resulting in leaving the ward to spend additional in-custody days in the juvenile hall of ward's home county awaiting appropriate placement.

ATTACHMENTS:

1. Northern California Regional Facility Agreement

**REGIONAL FACILITY AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND**

**\_\_\_\_\_ [FULL NAME OF OTHER COUNTY] \_\_\_\_\_  
FOR FISCAL YEARS [20\_\_-20\_\_] THROUGH [20\_\_-20\_\_]**

This Agreement, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "HUMBOLDT," and the County of \_\_\_\_\_ [Name of other County] \_\_\_\_\_, a political subdivision of the State of California, hereinafter referred to as \_\_\_\_\_ ["NAME OF OTHER COUNTY"] \_\_\_\_\_, is made upon the following considerations:

WHEREAS, HUMBOLDT, by and through the Humboldt County Probation Department, maintains and operates the New Horizons Program within the Northern California Regional Facility ("NCRF") pursuant to California Welfare and Institutions Code Sections 5695 , et seq.; and

WHEREAS, Humboldt County Probation offers beds in the NCRF, on an as-available basis, to outside counties who desire to commit their juvenile court wards in the New Horizons Program; and

WHEREAS, \_\_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_\_ desires to commit certain of wards ("Wards") of the \_\_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_\_ County Juvenile Court in the New Horizons Program offered by HUMBOLDT at the NCRF; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the commitment of Wards in the New Horizons Program by \_\_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_\_.

WHEREAS, HUMBOLDT, by and through its Department of Health and Human Services – Mental Health ("DHHS – Mental Health"), is separately contracting with \_\_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_\_ for the provision of mental health services to Wards placed at the NCRF;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

HUMBOLDT agrees to place certain Wards at the NCRF and provide the services made available through the New Horizons Program ("detention services") thereto. In providing such services HUMBOLDT agrees to fully cooperate with \_\_\_\_\_ [NAME OF OTHER COUNTY's] \_\_\_\_\_ [Title of other County's Contact Person] \_\_\_\_\_, or designee thereof.

2. \_\_\_\_\_ [NAME OF OTHER COUNTY's] \_\_\_\_\_ RESPONSIBILITIES:

Upon delivery of a Ward to the NCRF, \_\_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_\_ shall provide to NCRF staff a dispositional report and conformed court orders committing the Ward to the NCRF. \_\_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_\_ shall also provide to NCRF staff the following forms for consent to medical treatment signed by a parent, legal guardian, Indian Custodian or juvenile court judge, as applicable: (1) Northern California Regional Facility Consent for medical Treatment form; (2) DHHS – Mental Health Consent for Treatment form; (3) DHHS – Mental Health Release of Information form; and (4) Psychotropic Informed Consent form for the administration of psychotropic medications.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_, 20\_\_], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this Agreement, upon written notice, in the event that the other party materially defaults in performing any obligation under this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein. HUMBOLDT reserves the right to reject or return any ward of \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ who HUMBOLDT determines is unfit for the Northern California Regional Facility New Horizons Program. HUMBOLDT shall notify \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ by telephone upon the decision to terminate the ward's commitment. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall physically take the ward within five (5) working days of HUMBOLDT'S telephone notice of the ward's termination.
- B. Compensation Upon Termination. In the event of any termination of this Agreement, HUMBOLDT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination.

5. COMPENSATION:

- A. General Reimbursement Rate. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ agrees to reimburse HUMBOLDT at the rate of [\_\_\_\_\_] Dollars (\$ \_\_, \_\_. \_\_) per day for each Ward receiving detention services pursuant to the terms and conditions of this Agreement.
- B. Rate Increases. HUMBOLDT may increase the general reimbursement rate set forth herein on an annual basis in order to cover any increases in the costs incurred by HUMBOLDT as a result of providing detention services pursuant to the terms and conditions of this Agreement. HUMBOLDT shall provide \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ forty-five (45) days advance written notice of any such increases in the general reimbursement rate set forth herein.
- C. Medical Services. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall be responsible for any costs over Fifteen Thousand Dollars (\$15,000), per Ward, for the provision of medical and/or surgical services to Wards placed at the NCRF by HUMBOLDT's contractor for medical services therein, California Forensic Medical Group ("CFMG"). \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ will receive invoices directly from CFMG for any medical and/or surgical costs over Fifteen Thousand Dollars (\$15,000), per Ward. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall reimburse CMFG for such medical and/or surgical costs at the rates set forth in CFMG's current rate schedule.
- D. Dental Treatment. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall be responsible for all routine dental costs, including, without limitation, cleaning and cosmetic and/or aesthetic treatment, incurred by HUMBOLDT as a result of providing detention services pursuant to the terms and conditions of this Agreement. Dental care shall be limited to pain management, injured teeth/gums and conditions that may lead to malignancies (if incarceration is prolonged). \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall reimburse HUMBOLDT for any dental treatment provided to Wards as part of the detention services provided pursuant to the terms and conditions of this Agreement at the rates paid by HUMBOLDT for such dental treatment.

E. Transportation. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall be responsible for any transporting of Wards to or from \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ as part of the detention services provided pursuant to the terms and conditions of this Agreement.

6. PAYMENT:

HUMBOLDT shall submit to \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ [monthly] invoices which itemize all detention services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement during the applicable invoice period. In addition, HUMBOLDT shall submit an invoice for final payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for detention services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made by \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ within thirty (30) days of receiving invoices submitted by HUMBOLDT. All payments shall be made out to \_\_\_\_ [Name of Department] \_\_\_\_ and sent to HUMBOLDT at the following address:

HUMBOLDT: Humboldt County Probation – Revenue Recovery  
2002 Harrison Avenue  
Eureka, CA 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

HUMBOLDT: Humboldt County Probation Department  
Attention: Legal Office Business Manager  
2002 Harrison Avenue  
Eureka, California 95501

[NAME OF OTHER COUNTY]: [Full Name of other County]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. Each party agrees to timely prepare accurate and complete financial, performance and payroll records relating to the detention services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

- B. Inspection of Records. Each party hereby agrees to make all records relating to the detention services provided pursuant to the terms and conditions of this Agreement available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

\_\_\_\_[NAME OF OTHER COUNTY]\_\_\_\_ certifies by its signature below that it is not a Nuclear Weapons Contractor, in that \_\_\_\_[NAME OF OTHER 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. \_\_\_\_[NAME OF OTHER COUNTY]\_\_\_\_ agrees to notify HUMBOLDT immediately if it becomes a Nuclear Weapons Contractor as defined above. HUMBOLDT may immediately terminate this Agreement if it determines that the foregoing certification is false or if \_\_\_\_[NAME OF OTHER COUNTY]\_\_\_\_ subsequently becomes a Nuclear Weapons Contractor.

12. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding Section 11(A) – Mutual Indemnity – above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the detention services performed pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party will maintain at all times during the performance of this Agreement, at its own expense, any appropriate insurance coverage or self-insurance to cover its operations, including, without limitation, comprehensive general liability, comprehensive automobile, workers' compensation and professional liability – error and omission policies, in the amount of One Million Dollars (\$1,000,000.00) for each individual policy.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

HUMBOLDT: County of Humboldt  
 Attention: Risk Management  
 825 Fifth Street, Room 131  
 Eureka, California 95501

[NAME OF OTHER COUNTY]: [Full Name of other County]  
 Attention: [Name of Contact Person]  
 [Street Address]  
 [City, State Zip Code]

14. RELATIONSHIP OF THE PARTIES:

It is understood that this is an Agreement by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association.

15. COMPLIANCE WITH APPLICABLE LAWS:

Each party agrees to comply with all local, state and federal laws and regulations applicable to the detention services provided pursuant to the terms and conditions of this Agreement, including without limitation, the Prison Rape Elimination Act of 2003. Each party further agrees to comply with all applicable local, state and federal licensure and certification requirements.

16. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

17. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.



18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

22. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

25. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from HUMBOLDT prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. \_\_\_\_ [NAME OF OTHER COUNTY] \_\_\_\_ shall inform HUMBOLDT of all requests for interviews by the media related to this Agreement before such interviews take place; and HUMBOLDT shall be entitled to have a representative present at such interviews.

26. SURVIVAL:

The duties and obligations of the parties set forth in Section [ ] – Compensation Upon Termination, Section [ ] – Record Retention and Inspection, Section [ ] – Confidential Information and Section [ ] – Indemnification shall survive the expiration or termination of this Agreement.

27. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

28. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

32. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**[FULL NAME OF OTHER COUNTY]:**

By: \_\_\_\_\_  
[Name of Board Chair]  
Chair, [Name of other County] Board of Supervisors

Date: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

\_\_\_\_\_  
William Damiano, Chief Probation Officer  
*(Pursuant to the authority granted by the Humboldt  
County Board of Supervisors on March 10, 2015)*

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_