

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of May 1, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and County of Napa, a political subdivision of the State of California (hereinafter "Second County").

RECITALS

WHEREAS, County has established detention facilities for juveniles under the jurisdiction of the Juvenile Court (hereinafter referred to as "Youth") known as the Sonoma County Juvenile Hall and Probation Camp (hereinafter referred to as "Facilities" unless necessity calls for them to be referenced individually), in accordance with Welfare and Institutions Code, Sections 850, et seq; and

WHEREAS, from time to time there may be a need for Second County to house certain Youth at County's Facilities pursuant to Welfare & Institutions Code Sections 872, 1995, and/or 2250, where there is no suitable juvenile hall facility/program at Second County, and Second County desires to place its own Youth in the County's Facilities; and

WHEREAS, in the judgment of the parties, it is necessary and desirable to enter into an Agreement memorializing the terms and conditions mutually agreed to between County and Second County for the housing of Second County's Youth in Sonoma County's Juvenile Facilities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Care to be Provided by County. Upon Second County securing an appropriate Court Order for the housing of a Youth from Second County at County's Facilities, and upon completion by Second County of County's admission procedures, County will accept from Second County and provide care and housing for such Second County Youth at the County's Facilities, for the duration of such Court Order and any subsequent Orders that may be issued, subject to the conditions and limitations of this Agreement. Care for Youth will include care and housing in accordance with applicable laws and current Sonoma County Juvenile Hall or Probation Camp Policies/Procedures, including but not limited to Classification (4.16) and Education Services (3.3.5), as well as Program Plans (consistent with Sonoma County's Juvenile Justice Realignment Block Grant Annual Plan) including limited health and dental care (as set forth in Section 2.2, below), language services, counseling, academic assessment, and individual rehabilitative plans to meet resident/family needs.

1.2 Screening and Physical Examination Prior to Detention. The Second County agrees to submit referral/screening documents to County regarding the suitability of the placement of Youth at County's Facilities, and to provide a physical health examination for each of its Youth prior to detention at the Facilities. Second County will only refer those Youth who are fit and suitable for housing in County's Facilities in accordance with all applicable standards.

1.3 Additional Responsibilities of Second County.

Second County shall:

1.3.1. Provide to County intake documents including, but not limited to: conformed copies of legal documents committing Second County's Youth to County's Facilities; consent to medical treatment signed by a parent/legal guardian or by Second County's juvenile court judge; any referral forms required by County; any education information, including any Individualized Education Plan; copies of Youth health records and/or psychological evaluations, and any special needs of the Youth or family in possession of Second County; an Individual Rehabilitation Plan in a format acceptable to County; and an executed authorization for exchange of information.

1.3.2. Engage in case management activities designed to support Youth and prepare them for return to Second County, as may be reasonably determined by County and Second County. Such case management activities may include such actions as conducting face-to-face visits with Youth by Second County at least once a month, with no less than 14 days in between visits, assisting County in maintaining contact with the Youth's family, providing requested information or input in the Youth's case plan, etc.

1.3.3. Promptly arrange for the transportation of any Youth out of the Facilities upon receipt of a written or oral request from the Chief Probation Officer (or his/her designee) to remove the identified Youth. County agrees that once a request for removal is made, Second County shall have up to 48 hours to pick up the youth from the facility, unless exigent circumstances require less than 48 hours.

1.3.4 Share data, confidential case records, statistics, and other confidential documents as needed in accordance with federal and state laws and policies and in compliance with Welfare and Institutions 827(a)(1)(K) and 827.12, for evaluation and measurement of outcomes. The County understands that the information obtained may include confidential information. As such, the County agrees not to disclose to any unauthorized group or individual any of the information obtained pursuant to this Agreement. Access to the data shall be limited to the County's staff assigned to Program, Planning and Evaluation. The County agrees, in return, to share data with the Second County as outlined above.

1.3.5. Cooperate with County and County staff in the performance of all work hereunder.

1.4. Limitations. The Directors of the Facilities and/or the Chief Probation Officer of County may,

at their complete and absolute discretion, determine that a particular Youth referred by Second County is not appropriate for placement and may decline to accept or retain such Youth of the Second County. County also has the discretion to decline Youth from Second County if County determines there is not adequate space for such Youth at the Facilities or add them to a waiting list.

1.5. Access to Probation Department Facilities. Second County shall be permitted access to Sonoma County facilities for the purpose of performing the services required under this Agreement. Second County agrees to comply with all Sonoma County policies and procedures, including policies regarding the Prison Rape Elimination Act of 2003 (PREA), no firearms allowed in Sonoma County facilities, and any directives issued by Probation Department staff, relating to safety and security while receiving services in the facilities.

2. Payment.

2.1 Rates for Services.

2.1.1. Second County shall pay County the sum of \$300.00 per day for each of its Youth who are housed at County's Juvenile Hall or Probation Camp.

2.1.2. Payment of the aforementioned fees shall constitute full payment and satisfaction of the obligation of Second County for its Youth, except as otherwise specified in the Agreement (e.g., see Subsections 2.2 and, 2.3). County shall bill Second County monthly in arrears of the provision of services. Billing shall commence on the day of admission, and will terminate on the day prior to release. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business within 30 days after presentation of an invoice in a form approved by the County for services performed. Payments made to County under this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) each fiscal year.

2.2. Cost of Medical Care for Second County's Youth. Second County agrees to assume sole responsibility for and to fully reimburse County for all costs incurred for any and all medical, dental, optical, surgical, psychiatric /mental health, hospitalization and similar services and/or treatment ("Medical Costs") provided to or performed on a Youth of the Second County. Second County shall pay for such Medical Costs within 30 days of billing (date on which invoice is mailed).

2.2.1. Routine medical examinations and first aid shall be included in rate charged to the Second County

2.2.2. Second County shall provide County with an adequate supply of any prescription medication, prescribed to Youth at the time of admission for the full period of housing at the Facilities, and/or shall be responsible for the payment of any additional prescribed medication for the Youth.

2.3 Cost of Transporting Second County Youth. Second County agrees to provide for transportation of Second County's Youth between the Second County and the Facilities.

2.4 Cost of Special Needs or Services for Second County's Youth. Second County agrees to assume sole responsibility for and fully reimburse, minus 10%, of the cost for extraordinary expenses beyond \$10,000 incurred by the County for programming and services provided to the Youth of the Second County. Second County shall pay for such Costs within 30 days of billing (date on which invoice is mailed).

3. Term of Agreement. The term of this Agreement shall commence on May 1, 2022 and shall terminate on June 30, 2024 unless terminated earlier in accordance herewith.

3.1 Termination Notwithstanding any other provision of this Agreement, at any time and without cause, either party to this Agreement shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party. In the event of such termination, Second County shall provide transportation for all of its Youth to alternative destinations, and shall pay County for all services and expenses rendered prior to the date of termination.

3.2 Return of Youth. In addition to the above, County may at any time during the term of this Agreement give advance notice to Second County that County, in its sole but reasonable discretion, has determined that it has good cause to return a Youth to Second County, and Second County shall be responsible for promptly picking up the Youth from County's Facilities in such circumstances. In the event it is determined that a Notice or Petition must be first filed with the Court regarding returning the Youth to Second County, Second County shall promptly file such required Notice or Petition with the Court, with cooperation from County. "Good cause" includes, but is not limited to, the following reasons:

- Program failure due to non-compliance that constitutes a violation of probation;
- Program failure for a new law violation; and/or
- Program failure due to the incompatibility/unsuitability of the Youth at the Facilities and/or the Youth's goals of rehabilitation and/or community safety are no longer served by continued housing of the Youth at the Facilities.

4. Indemnification. To the full extent permitted by law, County and Second County shall each defend, indemnify and hold harmless each other as well as their 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 connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this 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 attorney work product privilege.

5. Insurance. With respect to performance of work under this Agreement, the parties recognize that County and Second County are both self-insured in whole and/or in part and shall maintain, to the extent not so self-insured, and shall require all of their respective subcontractors and other agents who provide services in connection with this Agreement to maintain, all necessary insurance as described in "Exhibit A", which is attached hereto and incorporated herein by this reference.

6. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed upon agreement by both parties' Chief Probation Officers, in a form approved by both parties' County Counsel.

7. Confidentiality Requirements. The parties and their officers, employees, agents, and subcontractors shall ensure that:

7.1 All records concerning any Youth made or kept in connection with the administration of any provision of the services provided by this Agreement shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein, except as requested in writing by County or as required by law.

7.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential or identifying information pertaining to any Youth that is obtained in connection with the administration of any provision of the services provided by this Agreement, except as requested in writing by County or as required by law.

7.3 Second County and its officers, employees, agents or subcontractors, shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered to be "voluntarily" provided. Second County shall give notice to County of any such court order or subpoena prior to compliance.

8. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of County and Second County.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable ground for insecurity arise with respect to the performance of either party, the other may in writing demand

adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

"Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 3.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Sonoma County Probation Dept. 370 Administration Drive Santa Rosa, CA 95409 Phone: (707) 565-2731 Attn: ACCOUNTING
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TO: SECOND COUNTY:	Napa County Probation 212 Walnut Street Napa, CA 94559 Phone: (707) 299-4361 Attn: FISCAL
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

MISCELLANEOUS PROVISIONS

12. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent-jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Second County and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Second County and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

17. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

18. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

19. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

20. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dated: _____ SONOMA COUNTY PROBATION DEPARTMENT

David Koch, Chief Probation Officer

Dated: _____ NAPA COUNTY BOARD OF SUPERVISORS

Ryan Gregory, Chair, Board of Supervisors

Dated: _____ NAPA COUNTY BOARD OF SUPERVISORS

ATTEST: Neha Hoskins, Clerk of the Board of Supervisors

Approved as to Form:

Dated: _____ SONOMA COUNTY COUNSEL

, Deputy County Counsel

Dated: 2/17/2022 SECOND COUNTY, COUNTY COUNSEL

Rachel L. Ross (e-signature)

Rachel Ross, County Counsel

EXHIBIT A INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Second County shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Second County from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Second County has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Second County currently has no employees, Second County agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Second County maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Second County.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Second County is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Second County has a claim against the insurance or is named as a party in any action involving the County.

County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Second County in the performance of this agreement.

- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- f. The policy shall cover inter-insured suits between County and Second County and include a “separation of insureds” or “severability” clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Second County currently owns no autos, Second County agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Coverage: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Juvenile Hall Out of County Placement Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Second County agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents and Employees
Attn: Sonoma County Probation Department
600 Administration Drive, Suite 104J
Santa Rosa, CA 95403

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Second County shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Second County's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Second County fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Second County resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Second County, County may deduct from sums due to Second County any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.