

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of Jul 15, 2025, ("Effective Date") is by and between the County of Sonoma (hereinafter "County"), and the County of Napa (hereinafter "Sending County"), each political subdivisions of the State of California.

RECITALS

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

WHEREAS, there may be a need for Sending County to house certain Youth at County's Facilities pursuant to Welfare and Institutions Code Sections 872, 1995, and/or 2250, where there is no suitable juvenile facility at Sending County, and Sending County desires to place its own Youth in 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 upon between County and Sending County for the housing of Sending County's Youth in County's 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 Sending County securing an appropriate Court Order for the housing of a Youth from Sending County at County's Facilities, and upon completion by Sending County of County's admission procedures, County will accept from Sending County and provide care and housing for such Sending County Youth at 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 and Education Services, as well as Program Plans (consistent with Sonoma County's Juvenile Justice Realignment Block Grant Annual Plan) including limited routine health and dental care (as set forth in Section 2.2, below), language services, counseling, academic assessment, and individual rehabilitative plans to meet resident and family needs.

1.2 Screening and Physical Examination Prior to Detention. Sending County agrees to submit referral and 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. Sending 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 Sending County.

Sending County shall:

- 1.3.1. Provide to County intake documents including, but not limited to: all Probation reports and court orders related to commitment of youth to a secure youth treatment facility; confirmed copies of legal documents committing Sending County's Youth to County's Facilities; consent to medical treatment signed by a parent/legal guardian if the Youth is over 18 years of age, the Youth, or by Sending 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 or psychiatric evaluations, and any special needs of the Youth or family in possession of Sending County; an Individual Rehabilitation Plan in a format acceptable to County; any other documentation that will assist in a successful placement; 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 Sending County, as may be reasonably determined by County and Sending County. Case management activities may include such actions as conducting face-to-face visits with Youth by Sending County at least once a month, with no less than 14 days in between visits (without prior coordination with County to avoid disruption of schedules, programming, etc.), assisting County in maintaining contact with the Youth's family, and providing requested information or input in the Youth's case plan.
- 1.3.3. Promptly arrange for the transportation of any Youth out of the Facilities upon receipt of a written or oral request from County to remove the identified Youth. County agrees that once a request for removal is made, Sending County shall have up to 48 hours to pick up the Youth from the Facility, unless exigent circumstances require removal within less than 48 hours. If a Notice or Petition first must be filed with the Court regarding returning the Youth to Sending County, Sending County shall promptly file such required Notice or Petition with the Court with cooperation from County.
- 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 Code 827(a)(1)(K) and 827.12, for evaluation and measurement of outcomes. County understands that the information obtained may include confidential information. As such, 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 County's staff assigned to the youth and for planning and evaluation

purposes. County agrees, in return, to share data with the Sending 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 or the Probation Chief of County may, at their complete and absolute discretion, determine that a particular Youth referred by Sending County is not appropriate for placement and may decline to accept or retain such Youth of the Sending County. County also has the discretion to decline Youth from Sending County if County determines there is not adequate space for such Youth at the Facilities, or it may add Youth to a waiting list.

1.5 Access to Probation Department Facilities. Sending County shall be permitted access to Sonoma County Facilities for the purpose of performing the services required under this Agreement. Sending 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 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. Sending County shall pay County the sum of \$390 per day in FY 25-26 (July 01, 2025, through June 30, 2026) for each of its Youth housed at County's Facilities; this rate includes all routine housing costs with the exception of specific costs described in this section. In FY 26-27 and following years, Sending County shall pay County a daily rate equaling County's then calculated cost for housing Youth. Prior to each fiscal year, County will provide the rate to Sending County in the form of an amended Agreement.

2.1.2. Payment of the aforementioned fees shall constitute full payment and satisfaction of the obligation of Sending County for its Youth, except as otherwise specified in the Agreement. County will bill Sending County monthly in arrears of the provision of services. Billing will 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.

2.2. Cost of Medical Care for Sending County's Youth. Sending County will provide and pay for any and all medical, dental, optical, surgical, psychiatric/mental health, hospitalization, and similar treatment, with the exception of Routine Medical Treatment, as defined in this Agreement. "Routine Medical Treatment" means well child care including medical history, physical examination, and laboratory tests in accordance with

standards published by the American Academy of Pediatrics and as outlined in Early and Periodic Screening, Diagnosis and Treatment schedules; examinations by a medical provider in response to a youth's illness or injury; and first aid care available on site in response to a youth's illness or injury. Examples of routine medical care include, but are not limited to, preventative care or wellness care, blood tests, immunizations, annual health check-ups, bi-annual dental exams, and cleaning.

2.1.1. Sending 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.

2.1.2. Sending County agrees to assume sole responsibility for and fully reimburse County for the cost of non-routine medical or dental care that are incurred by the County for programming and services provided to the Youth of Sending County. Sending County shall pay for such Costs within 30 days of billing (date on which invoice is mailed). Non-routine medical care expense examples include, but are not limited to, all specialty care (on and off site), all off-site care, HIV medications, treatment for Hepatitis C, all emergency transportation and emergency treatment, all durable medical equipment (including prostheses, wheelchairs, glasses, etc.).

2.3 Cost of Transporting Sending County Youth. Sending County agrees to provide for transportation of Sending County's Youth between the Sending County and the Facilities. Additionally, Sending County will reimburse County for any other non-routine or emergency transportation, including travel costs of County if called to testify in Sending County.

2.4 Legal Services for Youth. Sending County shall be responsible for the costs of legal services for the youth.

3. Term of Agreement. The term of this Agreement shall commence on July 15, 2025, and shall terminate on June 30, 2030 unless terminated earlier in accordance with the provisions in 3.1.

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, Sending 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.

4. Indemnification. To the full extent permitted by law, County and Sending 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 Sending 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 Sending 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. Sending County shall give notice to County of any such court order or subpoena prior to compliance.

- 7.4 Sending County agrees to inform all of its directors, officers, employees, agents, and subcontractors of the provisions of Welfare and Institutions Code section 10850, and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.
- 7.5 With respect to any media coverage, Sending County and its directors, officers, employees, agents, and subcontractors shall comply with all confidentiality requirements as set forth above.
- 7.6 Upon notification from the County, Juvenile Probation records pertaining to Youth shall be sealed in compliance with 786 of the Welfare and Institutions Code.
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 Sending 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 arises with respect to the performance of either party, the other may demand, in writing, adequate assurance of due performance, and until such assurance is received it 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 such assurance of due performance as is adequate under the circumstances of the particular case within a reasonable time, but not exceeding thirty (30) days, 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 Department
370 Administration Drive
Santa Rosa, CA 95409
Phone: (707) 565-3810
Attn: ACCOUNTING
Email: ProbationAccounting@sonomacounty.gov

TO: SENDING COUNTY: Napa County Probation
212 Walnut St.
Napa, CA 94559
Attn: Fiscal
Phone: (707) 299-4361
Email: Ferlyn.Buenafe@countyofnapa.org

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. Sending 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. Sending 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.

SONOMA COUNTY PROBATION DEPARTMENT

CERTIFICATES OF INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO SUBSTANCE FOR
COUNTY:

Date: _____

Vanessa Fuchs, Chief Probation Officer

SENDING COUNTY DEPARTMENTS

Date: _____

Anne Cottrell, Chair, Board of Supervisors

Date: _____

ATTEST: Neha Hoskins, Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Napa County Counsel
Dated: 7/18/2025

By: /S/ COREY S. UTSUROGI
Corey S. Utsurogi, Deputy

Exhibit A

County of Sonoma Insurance Requirements

With respect to performance of work under this Agreement, Sending 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 Sending 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.

Workers Compensation and Employers Liability Insurance

- a. Required if Sending County has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum 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 Sending County currently has no employees as defined by the Labor Code of the State of California, Sending County agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

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 Excess or Commercial Umbrella Liability Insurance. If Sending County maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Sending 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. Sending County is responsible for any deductible or self-insured retention.
- d. County of Sonoma, its Officers, Agents, and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Sending County in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. 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).
- g. The policy shall cover inter-insured suits between the additional insureds and Sending County and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Sending County currently owns no autos, Sending 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 cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- 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 Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Probation, Juvenile Hall.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Sending 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.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

Juvenile Probation - Department B
7425 Rancho Los Guilicos Road
Santa Rosa, CA 95409

- c. 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.
- d. Sending 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

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

Material Breach

If Sending 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 Sending County resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Sending County, County may deduct from sums due to Sending County any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.