

AGREEMENT

This agreement ("Agreement"), dated as of June 18, 2024 ("Effective Date") is by and between the County of Fresno, a political subdivision of the State of California ("Receiving County"), and County of Merced ("Sending County"), a political subdivision of the State of California.

RECITALS

WHEREAS, Receiving County has established a detention facility for juveniles under the jurisdiction of the Juvenile Court ("Youth") known as the Fresno County Juvenile Justice Campus, located at 3333 E. American Avenue, Fresno CA 93725 ("the JJC"), in accordance with Welfare and Institutions Code section 850 et seq;

WHEREAS, from time to time, there may be a need for Sending County to house certain Youth at the JJC, when Sending County has no space at a suitable juvenile hall facility or program, and Sending County desires to place its Youth in the JJC, and when such is ordered by the presiding or sole juvenile court judge for a period not to exceed sixty (60) days, pursuant to Welfare and Institutions Code sections 872, 1995, and 2250; and

WHEREAS, in the judgment of the parties, it is necessary and desirable to enter into this Agreement memorializing the terms and conditions mutually agreed to between Receiving County and Sending County for the housing of Sending County's Youth at Receiving County's JJC.

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

1. Scope of Services.

1.1 **Care to be Provided by Receiving County for Regional Hub Secure Track Youth.** "Regional Hub Secure Track Youth" is defined as youth 14 years of age or older adjudicated on a qualifying 707(b) sexual offense. Upon Sending County securing an appropriate Court Order for the housing of a Regional Hub Secure Track Youth from Sending County at Receiving County's JJC, in accordance with Welfare and Institutions Code sections 872 and 875, including sex offenders and non-sex offenders, and upon completion by Sending County of Receiving County's admission procedures, Receiving County shall accept from Sending County and provide

1 care and housing for such Sending County Regional Hub Secure Track Youth at the JJC, for the
2 duration of such Court Order, and any subsequent Court Orders that may be issued, subject to
3 the conditions and limitations of this Agreement. Care for Youth shall include care and housing in
4 accordance with applicable laws and current Fresno County JJC Policies/Procedures, including,
5 but not limited to Classification (4.16) and Education Services (3.3.5), as well as Program Plans
6 (consistent with Fresno County's Juvenile Justice Realignment Plan), including limited health and
7 dental care (as set forth in Section 2.2, below), language services, counseling, academic assess-
8 ment, and individual rehabilitative plans to meet resident/family needs. Such Youth may receive
9 care and housing up to the age limits prescribed in Welfare and Institutions Code section 875.

10 1.2 **Care to be Provided by Receiving County for General Population Secure**

11 **Track Youth.** "General Population Secure Track Youth" is defined as youth 14 years of age or
12 older, adjudicated on a qualifying 707(b) offense, not otherwise defined in Section 1.1 above.
13 Upon Sending County securing an appropriate Court Order for the housing of a General Popula-
14 tion Secure Track Youth from Sending County at Receiving County's JJC, in accordance with
15 Welfare and Institutions Code section 875, and upon completion by Sending County of Receiving
16 County's admission procedures, Receiving County will accept from Sending County and provide
17 care and housing for such Sending County General Population Secure Track Youth at the JJC,
18 for the duration of such Court Order and any subsequent Court Orders that may be issued, subject
19 to the conditions and limitations of this Agreement. Care for Youth shall include care and housing
20 in accordance with applicable laws and current Fresno County JJC Policies/Procedures, including
21 but not limited to Classification (4.16) and Education Services (3.3.5), as well as Program Plans
22 (consistent with Fresno County's Juvenile Justice Realignment Plan), including limited health and
23 dental care (as set forth in Section 2.2, below), language services, counseling, academic assess-
24 ment, and individual rehabilitative plans to meet resident/family needs. Such Youth may receive
25 care and housing up to the age limits prescribed in Welfare and Institutions Code section 875.

26 1.3 **Care to be Provided by Receiving County for Non-Secure Track Youth.** "Non-

27 Secure Track Youth" is defined as youth adjudicated on a qualifying offense, not otherwise de-
28 fined in Sections 1.1 and 1.2 above. Upon Sending County securing an appropriate Court Order

1 for the housing of a Non-Secure Track Youth from Sending County at Receiving County's JJC,
2 Sending County shall maintain jurisdiction of Youth, and Receiving County will accept Youth from
3 Sending County, and provide care and housing for such Sending County Youth at the JJC for the
4 duration of such Court Order, and any subsequent Court Orders that may be issued, subject to
5 the conditions and limitations of this Agreement. Care for Youth shall include care and housing in
6 accordance with applicable laws and current Fresno County JJC Policies/Procedures, including,
7 but not limited to, Classification (4.16) and Education Services (3.3.5), as well as Program Plans
8 including limited health and dental care (as set forth in Section 2.2, below), language services,
9 counseling, academic assessment, and individual rehabilitative plans to meet resident/family
10 needs. Such Youth may receive care and housing up to the age limits prescribed in Welfare and
11 Institutions Code section 607.

12 1.4 **Programming**. Receiving County shall provide cognitive behavioral evidence-
13 based programming specific to the Youth's needs, as determined by a needs assessment con-
14 ducted by Receiving County.

15 1.5 **Screening and Physical Examination Prior to Detention**. Prior to any detention
16 of any Youth at the JJC, the Sending County agrees to submit referral/screening documents to
17 Receiving County regarding the suitability of the placement of Youth at the JJC, and to provide a
18 physical health examination for each of its Youth. Sending County will only refer those Youth who
19 are fit and suitable for housing in the JJC, as determined by the Receiving County, in accordance
20 with all applicable standards of Receiving County. Sending County shall provide Receiving
21 County with all related documents, including all Court orders, at the time of the screening request,
22 and the Receiving County shall respond within seven to ten business days with an approval or
23 denial of placement of the Youth at County's Facilities.

24 1.5.1 **COVID-19 Screenings & Protocols**. Prior to any detention of any Youth at
25 the JJC, the Sending County agrees to the following:

26 **1.5.1.1** Youth shall be administered a test for COVID-19 within forty-eight (48)
27 hours prior to transfer to the JJC.

1 1.5.1.2 If Youth tests positive, or is symptomatic, the Youth shall not be transferred
2 to the JJC for at least five (5) days, barring medical guidance to extend transfer of out county
3 Youth to JJC.

4 1.5.1.3 Sending County may transfer Youth on day six (6) (following positive test
5 or onset of symptoms) or later if Youth tested on day 5 (following positive test or onset of symp-
6 toms), with a negative result, AND has no symptoms or resolving symptoms, barring any updated
7 medical protocols implemented by Department of Public Health or Centers for Disease Control
8 and Prevention (CDC).

9 1.5.1.4 If Youth is unable to test, or chooses not to test, Youth may be transferred
10 after 10 days (following positive test or onset of symptoms) if no symptoms, or symptoms are
11 resolving, and there is no fever present, barring medical guidance to extend transfer of out county
12 youth to JJC.

13 1.5.1.5 The Sending County shall not transfer any Youth out of infected quarantine
14 or isolation areas at Sending County's facilities.

15 1.5.1.6 COVID-19 symptom screening of Youth shall occur immediately prior to
16 transfer of Youth from Sending County to JJC.

17 1.5.1.7 All Youth and transportation staff from Sending County must wear medi-
18 cally recommended and approved personal protective equipment (PPE) during transfer.

19 1.5.1.8 All Youth newly arriving to JJC shall be screened and tested for COVID-19
20 upon arrival, and then pursuant to Fresno County procedure during orientation status.

21 1.5.1.9 In the event of an outbreak at the JJC, Receiving County shall notify Send-
22 ing County that no Youth may be transferred to the JJC.

23 1.5.1.10 Receiving County shall notify Sending County of the duration of the
24 period in which transfers will be halted due to the outbreak, and shall provide notice once transfers
25 may resume.

26 1.6 **Additional Responsibilities of Sending County.**

27 Sending County shall:

1 1.6.1 Provide to Receiving County intake documents, including, but not limited
2 to: conformed copies of legal documents committing Sending County's Youth to the JJC, including
3 a Court Order stating Receiving County shall hold youth on behalf of Sending County; consent to
4 medical treatment signed by a parent/legal guardian or by Sending County's juvenile court judge;
5 any referral forms required by Receiving County; any education information, including any Indi-
6 vidualized Education Plan; copies of Youth health records and/or psychological evaluations, and
7 records regarding any special needs of the Youth or family in possession of Sending County; an
8 Individual Rehabilitation Plan in a format acceptable to Receiving County; and an executed au-
9 thorization for exchange of confidential information.

10 1.6.2 Engage in case management activities designed to support Youth and pre-
11 pare Youth for return to Sending County, as may be reasonably determined by Receiving County
12 and Sending County. Such case management activities may include such actions as conducting
13 face-to-face visits with Youth by Sending County's employees at least once a month, with no less
14 than 14 days in between visits, assisting Receiving County in maintaining contact with the Youth's
15 family, and providing requested information or input in the Youth's case plan. In no event may any
16 such case management services be provided by a Sending County's vendor at the JJC site. If the
17 Sending County assists any Youth with their transition back from the JJC to the Sending County's
18 designated location, by using any of Receiving County's vendors to provide any programming,
19 including for continuity of services, Sending County shall be solely responsible for arranging for
20 such vendor to provide such services and administering such services, and in any event, such
21 vendor shall provide such services off-site from the JJC, and the Receiving County will not have
22 any responsibility for such arrangement, administration, or cost of such arrangement between the
23 Sending County and the vendor. See section 3.2 Return of Youth for discharge of Youth scenarios.

24 1.6.3 Share data, confidential case records, statistics, and other confidential doc-
25 uments as needed in accordance with federal and state laws and policies, and in compliance with
26 Welfare and Institutions Code sections 827(a)(1)(K) and 827.12, for evaluation and measurement
27 of outcomes. Receiving County understands that the information obtained may include confiden-
28 tial information. As such, Receiving County agrees not to disclose to any unauthorized group or

1 individual any of such information obtained pursuant to this Agreement. Access to the data shall
2 be limited to Receiving County's staff assigned to Program, Planning, and Evaluation. Receiving
3 County agrees, in return, to share data with the Sending County as outlined above, and as such,
4 Sending County agrees not to disclose to any unauthorized group or individual any of such infor-
5 mation obtained pursuant to this Agreement, and access to the data shall be limited to Sending
6 County's staff assigned to Sending County's Program, Planning, and Evaluation.

7 1.6.4 Cooperate with Receiving County and Receiving County staff in the perfor-
8 mance of all work and services hereunder.

9 1.6.5 Obtain any court orders required under Welfare and Institutions Code §
10 872, which may be necessary for Sending County's youth to remain at the JJC.

11 1.7 **Limitations**. Notwithstanding anything to the contrary in this Agreement:

12 1.7.1 Receiving County's Probation Chief, may, at their complete and absolute
13 discretion, determine that a particular Youth referred by Sending County is not appropriate for
14 placement, and may decline to accept such Youth of the Sending County; notice that the Receiv-
15 ing County has declined to accept a youth referred by Sending County shall be sent to Sending
16 County's Probation Chief;

17 1.7.2 Receiving County also has the discretion to add Youth to a waiting list, if
18 Receiving County determines there is not adequate space for such Youth at the JJC; and

19 1.7.3 Sending County represents, covenants, and warrants to Receiving County
20 that none of the Youth are wards or detainees of federal law enforcement agencies or charged
21 with any federal crimes.

22 1.8 **Access to Probation Department Facilities**. Sending County's employees shall
23 be permitted reasonable access to the JJC for the purpose of performing the services required
24 under this Agreement. It is understood and agreed that such Sending County employees may not
25 be accompanied by any third parties, except for the limited purpose of drop-off, or pick-up, of the
26 Youth at the JJC. Sending County agrees to comply with all Receiving County policies and pro-
27 cedures, including policies regarding the Prison Rape Elimination Act of 2003 (PREA), no firearms
28

1 allowed in Receiving County facilities, and any directives issued by Probation Department staff
2 relating to safety and security while Youth is receiving services in the JJC.

3 2. **Payment.**

4 2.1 **Rates for Services.**

5 2.1.1 Sending County shall pay Receiving County the Daily rate based on the
6 Receiving County's Master Schedule of Fee Section 1800-Probation under Subsection 1815,
7 attached as Exhibit B to this Agreement. The Daily rate is subject to change annually based
8 on the Receiving County's Master Schedule of Fees Section 1800-Probation under Subsec-
9 tion 1815. Sending County and Receiving County agree that if and when the Master Sched-
10 ule of Fees Subsection 1815 is amended, changed, or revised in any way that changes the
11 rates being charged for the services identified in this Agreement, such amended, changed,
12 or revised rates will automatically be incorporated into this Agreement, replacing any contrary
13 or conflicting rates, from the effective date of the amendment, change, or revision in the
14 rate(s), and will become the new rate to be paid by Sending County for services provided,
15 from the effective date of the rate change forward. Receiving County shall provide written
16 notice to Sending County when the approved Master Schedule of Fees Section 1800-Proba-
17 tion under Subsection 1815 is amended, changed, or revised.

18 2.1.2 Payment of the daily fees described in Section 2.1.1 shall constitute full
19 payment and satisfaction of the obligation of Sending County for its Youth for the cost of housing
20 the Youth, except as otherwise specified in Sections 2.2, 2.3, and 2.4 of this Agreement. Receiv-
21 ing County shall bill Sending County monthly in arrears for the provision of services. Billing shall
22 commence on the day of the Youth's admission to the JJC, and will terminate on the day prior to
23 Youth's release. Unless otherwise noted in this Agreement, Sending County shall make payments
24 within the normal course of Sending County's business within thirty (30) days after presentation
25 of an invoice by Receiving Party for services performed.

26 2.2 **Cost of Medical Care for Sending County's Youth.** Sending County agrees to
27 assume sole responsibility for, and to fully reimburse Receiving County for, all costs incurred for
28 any and all non-routine medical, dental, optical, surgical, psychiatric/mental health, hospitalization,

1 and similar services and/or treatment ("Special Medical Costs") provided to or performed on a
2 Youth of the Sending County. Sending County shall pay for such Special Medical Costs within
3 thirty (30) days of billing by Receiving Party (date on which invoice is mailed).

4 2.2.1. Routine medical examinations, such as annual routine physical exams,
5 treatment for minor illnesses that would otherwise be self-treatable if the youth were not confined,
6 and first aid, shall be included in the rate charged to the Sending County pursuant to Section 2.1.1,
7 and shall not be billed as Special Medical Costs. Minor illness is defined as illnesses that are not
8 urgent or not life-threatening.

9 2.2.2. Sending County shall provide Receiving County with a thirty (30) day sup-
10 ply of any prescription medication prescribed to Youth at the time of admission, referred to as
11 bridging medication.

12 2.3 **Cost of Transporting Sending County Youth**. Sending County agrees to provide
13 for transportation of Sending County's Youth both ways between the Sending County and the JJC.

14 2.4 **Cost of Extraordinary Services for Sending County's Youth**. Sending County
15 agrees to assume sole responsibility for, and fully reimburse Receiving Party for the cost of ex-
16 traordinary expenses ("Extraordinary Expenses") beyond Ten Thousand Dollars and No Cents
17 (\$10,000.00) incurred by the Receiving County for programming and services provided to the
18 Youth of the Sending County. Extraordinary Expenses may include but are not limited to such
19 expenses as continuous services required for Youth with special needs, psychological services,
20 or expenses associated with transgender youth undergoing a medical transition. Sending County
21 shall reimburse Receiving County for such Extraordinary Services costs within thirty (30) days of
22 billing (date on which invoice is mailed). Should a Youth be considered to have extraordinary
23 needs, except in emergency situations, the Receiving County shall notify the Sending County
24 prior to incurring the expense, to allow the Sending and Receiving Counties to collaborate regard-
25 ing treatment. Additionally, the Sending County shall contact the Receiving County as soon as
26 possible in an emergency situation.

27 3. **Term of Agreement**. The term of this Agreement shall commence on July 1, 2024
28 and shall terminate on June 30, 2027, unless terminated earlier as provided herein.

1 3.1 **Extension.** The term of this Agreement may be extended for no more than two,
2 one-year periods only upon written approval of both parties at least thirty (30) days before the first
3 day of the next one-year extension period. The Chief Probation Officer or his or her designee is
4 authorized to sign the written approval on behalf of the Receiving County. The extension of this
5 Agreement by the Receiving County is not a waiver or compromise of any default or breach of
6 this Agreement by the Sending County existing at the time of the extension whether or not known
7 to the Receiving County.

8 3.2 **Termination.** Notwithstanding any other provision of this Agreement, at any time,
9 and without cause or penalty, either party to this Agreement shall have the right in their sole
10 discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party.
11 In the event of such termination, Sending County shall provide transportation for all of its Youth
12 to alternative destinations, and shall pay Receiving County for all services and expenses rendered
13 prior to the date the last Youth sent by Sending County leaves the JJC, or the date of termination,
14 whichever is later.

15 3.3 **Return of Youth.** In addition, Receiving County may at any time during the term
16 of this Agreement give advance notice to Sending County that Receiving County, in its sole and
17 reasonable discretion, has determined that it has good cause to return a Youth to Sending County,
18 and Sending County shall be responsible for picking up the Youth from Receiving County's JJC,
19 within 72 hours. In the event it is determined that a Notice or Petition must be first filed with the
20 Court requesting the return of the Youth to Sending County, Sending County shall promptly file
21 such required Notice or Petition with the Court, with cooperation from Receiving County. "Good
22 cause" includes, but is not limited to, the following reasons:

- 23 • Program failure due to non-compliance that constitutes a violation of pro-
24 bation; and/or
- 25 • Program failure for a new law violation; and/or
- 26 • Program failure due to the incompatibility/unsuitability of the Youth at the
27 JJC, and/or

- The Youth's goals of rehabilitation and/or community safety are no longer served by continued housing of the Youth at the JJC.

Youth may also be returned to Sending County based on the following scenarios:

- Planning reentry and Court determines date of release; and/or
- Receiving County determines Youth is not compatible with services provided by Receiving County, and sets date for Sending County to pick Youth up; and/or
- The Youth is a ward or detainee of a federal law enforcement agency or charged with any federal crimes.

Sending County shall promptly arrange for the transportation of any Youth out of the JJC upon receipt of a written or oral request from the Receiving County to remove the identified Youth. Receiving County agrees that once a request for removal is made, Sending County shall have up to seventy-two (72) hours to pick up the Youth from the JJC, unless exigent circumstances require less than seventy-two (72) hours, in the sole discretion of the Receiving County. Receiving County shall return all records of the Youth to Sending County within ten (10) business days of the date that the Youth is picked up.

4. **Indemnification.**

4.1 The Sending County shall indemnify and hold harmless and defend the Receiving County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Receiving County, the Sending County, or any third party that arise from or relate to the performance or failure to perform by the Sending County (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Receiving County may conduct or participate in its own defense without affecting the Sending County's obligation to indemnify and hold harmless or defend the Receiving County.

4.2 The Receiving County shall indemnify and hold harmless and defend the Sending County (including its officers, agents, employees, and volunteers) against all claims, demands,

1 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and lia-
2 bilities of any kind to the Receiving County, the Sending County, or any third party that arise from
3 or relate to the performance or failure to perform by the Receiving County (or any of its officers,
4 agents, subcontractors, or employees) under this Agreement. The Sending County may conduct
5 or participate in its own defense without affecting the Receiving County's obligation to indemnify
6 and hold harmless or defend the Sending County.

7 4.3 In the event of a final adjudication that liability is caused by concurrent negligence or
8 willful misconduct on the part of the Receiving County or any of its officers, agents, or employees
9 or contractors, and the Sending County or any of its officers, agents, or employees or contractors,
10 the liability for any and all such claims, demands, and actions in law or equity for such losses,
11 costs, expenses, and damages shall be apportioned under the State of California's theory of com-
12 parative fault, as presently established, or as may be modified hereafter.

13 4.4 To the fullest extent permitted by law, Sending County shall defend, indemnify, and
14 hold harmless Receiving County, as well as Receiving County's officers, agents, employees, vol-
15 unteers, or representatives from and against any and all liability, claims, actions, proceedings,
16 losses, injuries, damages or expenses of every name, kind and description, including litigation
17 costs and reasonable attorney's fees incurred in connection therewith, arising out of or connected
18 with the actions and activities of the Youth while at Receiving County's facility.

19 Each party shall notify the other party immediately in writing of any claim or damage re-
20 lated to activities performed under this Agreement. The parties shall cooperate with each other in
21 the investigation and disposition of any claim arising out of the activities under this Agreement,
22 providing that nothing shall require either party to disclose any documents, records or communi-
23 cations that are protected under peer review privilege, attorney-client privilege, or attorney work
24 product privilege.

25 5. **Insurance**. With respect to performance of work under this Agreement, the parties recog-
26 nize that Receiving County and Sending County are both self-insured, in whole and/or in part,
27 and shall maintain, to the extent not so self-insured, and shall require all their respective subcon-
28 tractors and other agents who provide services in connection with this Agreement to maintain, all

1 insurance as described in Exhibit A, which is attached and incorporated by this reference. Each
2 party is responsible for its own self-insured retentions and deductibles. Each party agrees to
3 provide the other party with applicable certificates of insurance upon request.

4 6. **Extra or Changed Work**. Extra or changed work or other changes to the Agreement may
5 be authorized only by written amendment to this Agreement, signed by both parties.

6 7. **Confidentiality Requirements**. The parties and their officers, employees, and agents shall
7 ensure, and each party shall cause its subcontractors to ensure that:

8 7.1 All records concerning any Youth made or kept in connection with the administra-
9 tion of any provision of the services provided by this Agreement shall be confidential, and shall
10 not be open to examination for any purpose not directly connected with the administration of the
11 services provided herein, except as requested in writing by Receiving County, or as required by
12 law.

13 7.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed,
14 or used any confidential or identifying information pertaining to any Youth that is obtained in con-
15 nection with the administration of any provision of the services provided by this Agreement, except
16 as requested in writing by Receiving County or as required by law.

17 7.3 Sending County and its officers, employees, agents, or subcontractors shall not
18 voluntarily provide declarations, letters of support, testimony at depositions, response to interroga-
19 tories, or other information concerning the work performed under this Agreement. Response to
20 a subpoena or court order shall not be "voluntarily" provided. Sending County shall give notice to
21 Receiving County of any such court order or subpoena prior to compliance.

22 8. **Authority**. The undersigned hereby represents and warrants that he or she has au-
23 thority to execute and deliver this Agreement on behalf of Receiving County and Sending
24 County.

25 9. **Tax exempt bond financing of the JJC**. Sending County acknowledges that the Re-
26 ceiving County's JJC has been acquired, constructed, or improved, and is situated on land that
27 has been acquired using net proceeds of governmental tax-exempt bonds. To that end, (a) Send-
28 ing County covenants, represents, and warrants to Receiving County that Sending County is a

1 political subdivision of the State of California; (b) this Agreement does not confer upon the Send-
2 ing County any right, title, or interest in the JJC; (c) Sending County may only house at the JJC
3 Youth who are charged or convicted solely in relation to a violation of a local or state law; and (d)
4 if Sending County wishes to have any extraordinary services, including programming, beyond
5 what the Receiving County normally provides to its youth housed at the JJC, provided to the Youth
6 at the JJC, Sending County must utilize only the Receiving County's vendors providing such ser-
7 vices, subject to such services being available, and reimburse the Receiving County for the cost
8 of such services as provided under Section 2.4, herein. In the event of any Internal Revenue
9 Service examination of any of the bonds or the use of the JJC, the Sending County shall cooperate
10 with the Receiving County in any such examination.

11 **10. Assignment and Delegation.** Neither party hereto shall assign or transfer any right or
12 interest, or delegate or transfer any duty under this Agreement without the prior written consent
13 of the other, and no such assignment, delegation or transfer shall be of any force or effect what-
14 soever unless and until the other party shall have so consented.

15 **11. Notice Provision.** The persons and their addresses having authority to give and receive
16 notices under this Agreement include the following:

17 TO: RECEIVING COUNTY: COUNTY OF FRESNO
18 Chief Probation Officer
19 3333 E. American Ave., Suite B
Fresno, CA 93725

20 TO: SENDING COUNTY: COUNTY OF MERCED
21 Probation Department
22 ATTN: Contracts Division
1880 Wardrobe Ave.
Merced, CA 95341
23 prcontracts@countyofmerced.com

24 All notices between the Receiving County and the Sending County provided for or permitted
25 under this Agreement must be in writing and delivered either by personal service, by first-class
26 United States mail, or by an overnight commercial courier service. A notice delivered by per-
27 sonal service is effective upon service to the recipient. A notice delivered by first-class United
28 States mail is effective three Receiving County business days after deposit in the United States

1 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commer-
2 cial courier service is effective one Receiving County business day after deposit with the over-
3 night commercial courier service, delivery fees prepaid, with delivery instructions given for next
4 day delivery, addressed to the recipient. For all claims arising out of or related to this Agree-
5 ment, nothing in this section establishes, waives, or modifies any claims presentation require-
6 ments or procedures provided by law, including but not limited to the Government Claims Act
7 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

8 **MISCELLANEOUS PROVISIONS**

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

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

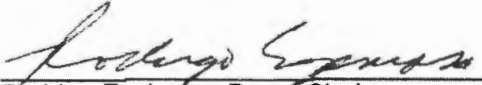
23 14. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to
24 create, and the parties do not intend to create any rights in third parties.

25 15. **Governing Law.** The laws of the State of California govern all matters arising from or
26 related to this Agreement.

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

3
4 SENDING COUNTY
5 COUNTY OF MERCED

RECEIVING COUNTY
6 COUNTY OF FRESNO

7 
8 Rodrigo Espinosa, Board Chair
9 Merced County Board of Supervisors

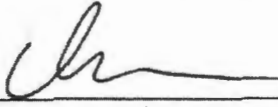

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

10 Date: JUN 04 2024

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

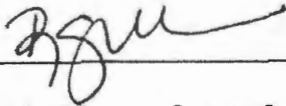
11
12 REVIEWED AND RECOMMENDED
13 FOR APPROVAL

By: 
Deputy

14
15 By: 
16 CHRIS HENN
17 Chief Probation Officer

18
19 Date: 5-14-24

20
21 APPROVED AS TO LEGAL FORM
22 MERCED COUNTY COUNSEL

23
24 By: 
25 Chief Deputy County Counsel
26 Rina M. Gonzales

27
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1 For accounting use only:

2 Org No.:34409999
Account No.:5800
3 Fund No.:0001
Subclass No.:10000
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Exhibit A

Insurance Requirements

1. Required Policies

Without limiting either party's right to obtain indemnification from the other party or any third parties, each party, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement. The parties may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

- (A) **Commercial General Liability (CGL).** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. This policy must be issued on a per occurrence basis. Coverage must include products/completed operations, property damage, bodily injury, personal injury, and advertising injury. Each party shall obtain an endorsement to this policy naming the other party (County of Fresno/Merced), its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the indemnified party is excess only and not contributing with insurance provided under the indemnifying party's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Medical Malpractice Liability**
Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) each party shall maintain the policy and provide to the other party annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then each party shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The

Exhibit A

cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the other party.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the indemnifying party’s obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the indemnifying party’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the indemnifying party’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within thirty (30) days after the parties sign this Agreement, and at any time during the term of this Agreement as requested: (1) Sending County shall deliver, or cause its broker or producer to deliver, to the Receiving County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov; and (2) Receiving County shall deliver, or cause its broker or producer to deliver, to the Sending County’s Risk Manager at 2222 M Street, Merced, CA 95340, or riskcontracts@countyofmerced.com and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) The Medical Malpractice liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (ii) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the indemnifying party.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, each party shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the

Exhibit A

policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, each party shall, or shall cause its insurer to, provide written notice to the other party not less than ten (10) days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, each party shall, or shall cause its insurer to, provide written notice to the other party not less than thirty (30) days in advance of cancellation or change.

- (D) **Entitlement to Greater Coverage.** If a party has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the other party requires and is entitled to the broader coverage, higher limits, or both. To that end, the party shall deliver, or cause its broker or producer to deliver, to the other party certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** Both parties waive any right to recover from the other party, its officers, agents, employees, and volunteers any amounts paid under the policy of commercial general liability and worker's compensation insurance required by this Agreement. Each party is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but each party's waiver of subrogation under this paragraph is effective whether or not it obtains such an endorsement.
- (F) **Subcontractors.** If applicable, both parties shall require and verify that all subcontractors used by the other party to provide services under this Agreement maintain the insurance policies required by this Agreement. This paragraph does not authorize the Sending County to provide services under this Agreement using subcontractors.

Exhibit B

MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS

SECTION 1800 -- PROBATION

FEE DESCRIPTION	FEE AMOUNT	FEE SETTING AUTHORITY	YEAR ADOPTED	EFFECTIVE DATE	% OF COST	REFERENCE
1815. Daily Rate Daily fee rate cost recovery to house other county's youth.	\$380/day					