

1 **AGREEMENT**

2 This agreement ("Agreement"), dated as of _____ ("Effective Date") is by and
3 between the County of Fresno, a political subdivision of the State of California ("Receiving
4 County"), and County of Tulare ("Sending County"), a political subdivision of the State of
5 California.

6 **RECITALS**

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

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

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

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

22 1. **Scope of Services.**

23 1.1 **Care to be Provided by Receiving County for Regional Hub Secure Track**

24 **Youth.** "Regional Hub Secure Track Youth" is defined as youth 14 years of age or older
25 adjudicated on a qualifying 707(b) sexual offense. Upon Sending County securing an
26 appropriate Court Order for the housing of a Regional Hub Secure Track Youth from Sending
27 County at Receiving County's JJC, in accordance with Welfare and Institutions Code sections
28 872 and 875, including sex offenders and non-sex offenders, and upon completion by Sending

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

12 1.2 **Care to be Provided by Receiving County for General Population Secure**

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

1 1.3 **Care to be Provided by Receiving County for Non-Secure Track Youth.**

2 “Non-Secure Track Youth” is defined as youth adjudicated on a qualifying offense, not otherwise
3 defined in Sections 1.1 and 1.2 above. Upon Sending County securing an appropriate Court
4 Order for the housing of a Non-Secure Track Youth from Sending County at Receiving County’s
5 JJC, Sending County shall maintain jurisdiction of Youth, and Receiving County will accept
6 Youth from Sending County, and provide care and housing for such Sending County Youth at
7 the JJC for the duration of such Court Order, and any subsequent Court Orders that may be
8 issued, subject to the conditions and limitations of this Agreement. Care for Youth shall include
9 care and housing in accordance with applicable laws and current Fresno County JJC
10 Policies/Procedures, including, but not limited to, Classification (4.16) and Education Services
11 (3.3.5), as well as Program Plans including limited health and dental care (as set forth in Section
12 2.2, below), language services, counseling, academic assessment, and individual rehabilitative
13 plans to meet resident/family needs. Such Youth may receive care and housing up to the age
14 limits prescribed in Welfare and Institutions Code § 607.

15 1.4 **Programming.** Receiving County shall provide cognitive behavioral evidence-
16 based programming specific to the Youth’s needs, as determined by a needs assessment
17 conducted by Receiving County.

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

27 1.5.1 **COVID-19 Screenings & Protocols.** Prior to any detention of any Youth at
28 the JJC, the Sending County agrees to the following:

1 1.5.1.1 Youth shall be administered a test for COVID-19 within 48 hours prior to
2 transfer to the JJC.

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

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

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

15 1.5.1.5 The Sending County shall not transfer any Youth out of infected
16 quarantine or isolation areas at Sending County's facilities.

17 1.5.1.6 COVID-19 symptom screening of Youth shall occur immediately prior to
18 transfer of Youth from Sending County to JJC.

19 1.5.1.7 All Youth and transportation staff from Sending County must wear
20 medically recommended and approved personal protective equipment (PPE) during transfer.

21 1.5.1.8 All Youth newly arriving at JJC shall be screened and tested for COVID-
22 19 upon arrival, and then pursuant to Fresno County procedure during orientation status.

23 1.5.1.9 In the event of an outbreak at the JJC, Receiving County shall notify
24 Sending County that no Youth may be transferred to the JJC.

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

1 1.6 **Additional Responsibilities of Sending County.**

2 Sending County shall:

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

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

27 1.6.3 Share data, confidential case records, statistics, and other confidential
28 documents as needed in accordance with federal and state laws and policies, and in

1 compliance with Welfare and Institutions Code sections 827(a)(1)(K) and 827.12, for evaluation
2 and measurement of outcomes. Receiving County understands that the information obtained
3 may include confidential information. As such, Receiving County agrees not to disclose to any
4 unauthorized group or individual any of such information obtained pursuant to this Agreement.
5 Access to the data shall be limited to Receiving County's staff assigned to Program, Planning,
6 and Evaluation. Receiving County agrees, in return, to share data with the Sending County as
7 outlined above, and as such, Sending County agrees not to disclose to any unauthorized group
8 or individual any of such information obtained pursuant to this Agreement, and access to the
9 data shall be limited to Sending County's staff assigned to Sending County's Program,
10 Planning, and Evaluation.

11 1.6.4 Cooperate with Receiving County and Receiving County staff in the
12 performance of all work and services hereunder.

13 1.6.5 Obtain any court orders required under Welfare and Institutions Code §
14 872, which may be necessary for Sending County's youth to remain at the JJC.

15 1.7 **Limitations**. Notwithstanding anything to the contrary in this Agreement:

16 1.7.1 Receiving County's Probation Chief, may, at their complete and absolute
17 discretion, determine that a particular Youth referred by Sending County is not appropriate for
18 placement, and may decline to accept such Youth of the Sending County; notice that the
19 Receiving County has declined to accept a youth referred by Sending County shall be sent to
20 Sending County's Probation Chief;

21 1.7.2 Receiving County also has the discretion to add Youth to a waiting list, if
22 Receiving County determines there is not adequate space for such Youth at the JJC; and

23 1.7.3 Sending County represents, covenants, and warrants to Receiving
24 County that none of the Youth are wards or detainees of federal law enforcement agencies or
25 charged with any federal crimes.

26 1.8 **Access to Probation Department Facilities**. Sending County's employees shall
27 be permitted reasonable access to the JJC for the purpose of performing the services required
28 under this Agreement. It is understood and agreed that such Sending County employees may

1 not be accompanied by any third parties, except for the limited purpose of drop-off, or pick-up,
2 of the Youth at the JJC. Sending County agrees to comply with all Receiving County policies
3 and procedures, including policies regarding the Prison Rape Elimination Act of 2003 (PREA),
4 no firearms allowed in Receiving County facilities, and any directives issued by Probation
5 Department staff relating to safety and security while Youth is receiving services in the JJC.

6 **2. Payment.**

7 **2.1 Rates for Services.**

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

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

1 2.2 **Cost of Medical Care for Sending County's Youth.** Sending County agrees to
2 assume sole responsibility for, and to fully reimburse Receiving County for, all costs incurred for
3 any and all non-routine medical, dental, optical, surgical, psychiatric/mental health,
4 hospitalization, and similar services and/or treatment ("Special Medical Costs") provided to or
5 performed on a Youth of the Sending County. Sending County shall pay for such Special
6 Medical Costs within 30 days of billing by Receiving Party (date on which invoice is mailed).

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

12 2.2.2. Sending County shall provide Receiving County with a 30-day supply of
13 any prescription medication prescribed to Youth at the time of admission, referred to as bridging
14 medication.

15 2.3 **Cost of Transporting Sending County Youth.** Sending County agrees to
16 provide for transportation of Sending County's Youth both ways between the Sending County
17 and the JJC.

18 2.4 **Cost of Extraordinary Services for Sending County's Youth.** Sending County
19 agrees to assume sole responsibility for, and fully reimburse Receiving Party for the cost of
20 extraordinary expenses ("Extraordinary Expenses") beyond \$10,000 incurred by the Receiving
21 County for programming and services provided to the Youth of the Sending County.
22 Extraordinary Expenses may include, but are not limited to such expenses as continuous
23 services required for Youth with special needs, psychological services, or expenses associated
24 with transgender youth undergoing a medical transition. Sending County shall reimburse
25 Receiving County for such Extraordinary Services costs within 30 days of billing (date on which
26 invoice is mailed). Should a Youth be considered to have extraordinary needs, except in
27 emergency situations, the Receiving County shall notify the Sending County prior to incurring
28 the expense, to allow the Sending and Receiving Counties to collaborate regarding treatment.

1 Additionally, the Sending County shall contact the Receiving County as soon as possible in an
2 emergency situation.

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

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

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

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

- 27 • Program failure due to non-compliance that constitutes a violation of
28 probation; and/or

- 1 • Program failure for a new law violation; and/or
- 2 • Program failure due to the incompatibility/unsuitability of the Youth at the
- 3 JJC, and/or
- 4 • The Youth's goals of rehabilitation and/or community safety are no longer
- 5 served by continued housing of the Youth at the JJC.

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

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

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

20
21 **4. Indemnification.**

22 4.1 The Sending County shall indemnify and hold harmless and defend the Receiving
23 County (including its officers, agents, employees, and volunteers) against all claims, demands,
24 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
25 liabilities of any kind to the Receiving County, the Sending County, or any third party that arise
26 from or relate to the performance or failure to perform by the Sending County (or any of its
27 officers, agents, subcontractors, or employees) under this Agreement. The Receiving County
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1 may conduct or participate in its own defense without affecting the Sending County's obligation
2 to indemnify and hold harmless or defend the Receiving County.

3 4.2 The Receiving County shall indemnify and hold harmless and defend the Sending
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to the Receiving County, the Sending County, or any third party that arise
7 from or relate to the performance or failure to perform by the Receiving County (or any of its
8 officers, agents, subcontractors, or employees) under this Agreement. The Sending County may
9 conduct or participate in its own defense without affecting the Receiving County's obligation to
10 indemnify and hold harmless or defend the Sending County.

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

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

24 4.5 Each party shall notify the other party immediately in writing of any claim or
25 damage related to activities performed under this Agreement. The parties shall cooperate with
26 each other in the investigation and disposition of any claim arising out of the activities under this
27 Agreement, providing that nothing shall require either party to disclose any documents, records
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1 or communications that are protected under peer review privilege, attorney-client privilege, or
2 attorney work product privilege.

3 5. **Insurance**. With respect to performance of work under this Agreement, the parties
4 recognize that Receiving County and Sending County are both self-insured, in whole and/or in
5 part, and shall maintain, to the extent not so self-insured, and shall require all their respective
6 subcontractors and other agents who provide services in connection with this Agreement to
7 maintain, all insurance as described in "Exhibit A", which is attached and incorporated by this
8 reference. Each party is responsible for its own self-insured retentions and deductibles. Each
9 party agrees to provide the other party with applicable certificates of insurance upon request.

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

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

14 7.1 All records concerning any Youth made or kept in connection with the
15 administration of any provision of the services provided by this Agreement shall be confidential,
16 and shall not be open to examination for any purpose not directly connected with the
17 administration of the services provided herein, except as requested in writing by Receiving
18 County, or as required by law.

19 7.2 No person shall publish, disclose, use, permit, or cause to be published,
20 disclosed, or used any confidential or identifying information pertaining to any Youth that is
21 obtained in connection with the administration of any provision of the services provided by this
22 Agreement, except as requested in writing by Receiving County or as required by law.

23 7.3 Sending County and its officers, employees, agents, or subcontractors shall not
24 voluntarily provide declarations, letters of support, testimony at depositions, response to
25 interrogatories, or other information concerning the work performed under this Agreement.
26 Response to a subpoena or court order shall not be "voluntarily" provided. Sending County shall
27 give notice to Receiving County of any such court order or subpoena prior to compliance.
28

1 8. **Authority**. The undersigned hereby represents and warrants that he or she has
2 authority to execute and deliver this Agreement on behalf of Receiving County and Sending
3 County.

4 9. **Tax exempt bond financing of the JJC**. Sending County acknowledges that the
5 Receiving County's JJC has been acquired, constructed, or improved, and is situated on land
6 that has been acquired using net proceeds of governmental tax-exempt bonds. To that end, (a)
7 Sending County covenants, represents, and warrants to Receiving County that Sending County
8 is a political subdivision of the State of California; (b) this Agreement does not confer upon the
9 Sending County any right, title, or interest in the JJC; (c) Sending County may only house at the
10 JJC Youth who are charged or convicted solely in relation to a violation of a local or state law;
11 and (d) if Sending County wishes to have any extraordinary services, including programming,
12 beyond what the Receiving County normally provides to its youth housed at the JJC, provided to
13 the Youth at the JJC, Sending County must utilize only the Receiving County's vendors
14 providing such services, subject to such services being available, and reimburse the Receiving
15 County for the cost of such services as provided under Section 2.4, herein. In the event of any
16 Internal Revenue Service examination of any of the bonds or the use of the JJC, the Sending
17 County shall cooperate with the Receiving County in any such examination.

18 10. **Assignment and Delegation**. Neither party hereto shall assign or transfer any right or
19 interest, or delegate or transfer any duty under this Agreement without the prior written consent
20 of the other, and no such assignment, delegation or transfer shall be of any force or effect
21 whatsoever unless and until the other party shall have so consented.

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

3 TO: RECEIVING COUNTY: COUNTY OF FRESNO
4 Chief Probation Officer
5 3333 E. American Ave., Suite B
6 Fresno, CA 93725

7 TO: SENDING COUNTY: COUNTY OF TULARE
8 Chief Probation Officer
9 3241 West Noble Avenue
 Visalia, California 93277
 Phone No.: +1 (559) 608-9035
 Fax No.: +1 (559) 687-6984

10 All notices between the Receiving County and the Sending County provided for or permitted
11 under this Agreement must be in writing and delivered either by personal service, by first-class
12 United States mail, by an overnight commercial courier service, or by telephonic facsimile
13 transmission. A notice delivered by personal service is effective upon service to the recipient. A
14 notice delivered by first-class United States mail is effective three Receiving County business
15 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A
16 notice delivered by an overnight commercial courier service is effective one Receiving County
17 business day after deposit with the overnight commercial courier service, delivery fees prepaid,
18 with delivery instructions given for next day delivery, addressed to the recipient. A notice
19 delivered by telephonic facsimile is effective when transmission to the recipient is completed
20 (but, if such transmission is completed outside of Receiving County business hours, then such
21 delivery shall be deemed to be effective at the next beginning of a Receiving County business
22 day), provided that the sender maintains a machine record of the completed transmission. For
23 all claims arising out of or related to this Agreement, nothing in this section establishes, waives,
24 or modifies any claims presentation requirements or procedures provided by law, including but
25 not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
26 beginning with section 810).

1 **MISCELLANEOUS PROVISIONS**

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

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

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

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

21 16. **Jurisdiction and Venue**. This Agreement is signed and performed in Fresno County,
22 California. Sending County consents to California jurisdiction for actions arising from or related
23 to this Agreement, and, subject to the Government Claims Act, all such actions must be brought
24 and maintained in Fresno County.

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

27 18. **Merger**. This writing is intended both as the final expression of the Agreement between
28 the parties hereto with respect to the included terms, and as a complete and exclusive

1 statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. No
2 modification of this Agreement shall be effective unless and until such modification is evidenced
3 by a writing signed by both parties.

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

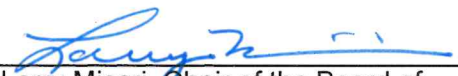
7 20. **Time of Essence**. Time is and shall be of the essence of this Agreement and every
8 provision hereof.

9 [SIGNATURE PAGE FOLLOWS]
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective
2 Date.

3
4 SENDING COUNTY
5 **COUNTY OF TULARE**

RECEIVING COUNTY
COUNTY OF FRESNO

6
7 
8 Larry Micari, Chair of the Board of
Supervisors of the County of Tulare

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

9 **Attest:**
10 Jason T. Britt
11 County Administrative Officer/Clerk of the
Board of Supervisors County of Tulare, State
of California

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

12 By 
Deputy Clerk

By: _____
Deputy

13 Approved as to Form
14 Tulare County Counsel



15 Date: 04/24/2024

For accounting use only:

16 By: Allison K. Pierce
Deputy County Counsel

Org No.:34409999
Account No.:5800
Fund No.:0001
Subclass No.:10000

17 Matter #: 20221442

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Exhibit A

Insurance Requirements

1. Required Policies

Without limiting the Receiving County's right to obtain indemnification from Sending County or any third parties, Sending County and their subcontractors and other agents who provide services in connection with this Agreement ("Sending County"), at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- (A) **Commercial General Liability.** 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. Receiving County may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- (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**
If Sending County employs licensed professional staff, in providing services, Medical Malpractice Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Sending County agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of medical malpractice liability insurance with limits of coverage as specified herein.
- (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 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 Sending County.

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 Sending County's obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data

Exhibit A

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 Sending County'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 Sending County's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Sending County signs this Agreement, and at any time during the term of this Agreement as requested by the Receiving County's Risk Manager or the County Administrative Office, the 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 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) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the Receiving County, its officers, agents, employees, and volunteers are not responsible for any premiums on Receiving the policy; and (3) the Sending County has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Receiving County shall be excess only and not contributing with insurance provided under the Sending County's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) 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.

Exhibit A

- (v) 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 Sending County.
- (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, the Sending County shall provide to the Receiving County, or ensure that the policy requires the insurer to provide to the Receiving County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Sending County shall, or shall cause the insurer to, provide written notice to the Receiving County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Sending County shall, or shall cause the insurer to, provide written notice to the Receiving County not less than 30 days in advance of cancellation or change. The Receiving County in its sole discretion may determine that the failure of the Sending County or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Sending County has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the Receiving County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Sending County shall deliver, or cause its broker or producer to deliver, to the Receiving County's Risk Manager 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.** The Sending County waives any right to recover from the Receiving County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Sending County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Sending County's waiver of subrogation under this paragraph is effective whether or not the Sending County obtains such an endorsement.
- (F) **County's Remedy for Sending County's Failure to Maintain.** If the Sending County fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Sending County. The Receiving County may offset such charges against any amounts owed by the Receiving County to the Sending County under this Agreement.
- (G) **Subcontractors.** The Sending County shall require and verify that all subcontractors used by the Sending County to provide services under this Agreement maintain

Exhibit A

insurance meeting all insurance requirements provided in 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					