



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-15074**

Approve and authorize the Chair to sign a reciprocal agreement between the Counties of Monterey and San Benito for the placement of youth at the other party's Juvenile Hall effective July 1, 2020 through June 30, 2023.

PASSED AND ADOPTED on this 8<sup>th</sup> day of December 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 8, 2020.

Dated: December 8, 2020  
File ID: A 20-465  
Agenda Item No.: 53

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Joel G. Pablo, Deputy

**AGREEMENT NO. A - 15074**  
**AGREEMENT BETWEEN**  
**THE COUNTY OF MONTEREY**  
**AND THE COUNTY OF SAN BENITO**

This is an Agreement between the County of Monterey and the County of San Benito for the placement of Monterey County/San Benito County youth at the partner county's Juvenile Hall.

**WHEREAS**, Each Party to This Agreement desires to contract with the other County for placement of "Protective Custody" juvenile wards under the jurisdiction of the respective County at the Juvenile Hall of the partner County, and;

**WHEREAS**, Each Party to This Agreement has the facility and personnel at their respective facility to provide such placement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED:**

- I. Each party will accept for placement at their respective Juvenile Hall, juveniles subject to the following limitations:**
  - A. "Juvenile as used in this agreement means any person under the age of eighteen (18) who has been judicially determined to be subject to, or under the jurisdiction of any Court pursuant to Section 602 or Section 707 et seq. of the Welfare and Institutions Code."**
  - B. Before any juvenile ward of the parties to this agreement can be conveyed to the partner county's Juvenile Hall, the conveying County shall ascertain that the ward can be received.**
- II. The care and detention given by each Party to This Agreement, to the juveniles housed for the other party, shall not include any non-emergency surgery or other medical treatment, psychiatric care, eyeglasses, dental work, special consultations or other procedures. All such non-emergency care and/or procedures will be provided by the County having jurisdiction over the juvenile.**

The respective parties shall provide periodic medical examinations which shall be defined as any medical treatment that can be handled on site by the Juvenile Hall staff or medical staff and emergency treatment of a first aid nature, and shall not be reimbursed by the County of jurisdiction for said services.
- III. Should emergency medical or psychiatric treatment be necessary for any juvenile housed by a Party to this Agreement, said treatment may be performed in that County at the expense of the County with jurisdiction of the juvenile.**

- IV. All costs of transportation to and from the Juvenile Hall housing the juvenile shall be the responsibility of the County with jurisdiction over the juvenile.
- V. Each Party to this Agreement shall provide to the other party monthly reports as to the status of its' wards.
- VI. Each Party to this Agreement shall give one day verbal notice to the other party prior to removing any juvenile they have placed at that party's facility.
- VII. Each Party to this Agreement shall pay the other party the per diem rate of \$160.00 for placement of juveniles at their Juvenile Hall. This rate applies to any day or portion of a day during which the juvenile is detained at the facility.
- VIII. No alteration, modification, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
- IX. The County of Monterey and the County of San Benito each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this agreement, including but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's actions or inaction and the action of inaction of that party's officers and employees.
- X. Term of Agreement: Subject to compliance with terms and conditions of this Agreement, the term of this Agreement shall be from 07-01-20 to 08-30-23. This Agreement may be terminated by either party, with or without cause, any time upon thirty (30) days written notice to the other party.

XI. IN WITNESS WHEREOF, the parties have executed this Agreement as of

COUNTY OF SAN BENITO  
 BY: [Signature]  
 Jaime De La Cruz  
 Chairperson, Board of Supervisors

COUNTY OF MONTEREY  
 BY: \_\_\_\_\_  
 Chairperson, Board of Supervisors

DATE: 11-17-2020

DATE: \_\_\_\_\_

ATTEST: [Signature]  
 Clerk, Board of Supervisors

ATTEST: \_\_\_\_\_  
 Clerk, Board of Supervisors

- IV. All costs of transportation to and from the Juvenile Hall housing the juvenile shall be the responsibility of the County with jurisdiction over the juvenile.
- V. Each Party to this Agreement shall provide to the other party monthly reports as to the status of its' wards.
- VI. Each Party to this Agreement shall give one day verbal notice to the other party prior to removing any juvenile they have placed at that party's facility.
- VII. Each Party to this Agreement shall pay the other party the per diem rate of \$160.00 for placement of juveniles at their Juvenile Hall. This rate applies to any day or portion of a day during which the juvenile is detained at the facility.
- VIII. No alteration, modification, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
- IX. The County of Monterey and the County of San Benito each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this agreement, including but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the Indemnatee in connection with such claims or losses. A party's "performance" includes the party's actions or inaction and the action of inaction of that party's officers and employees.
- X. Term of Agreement: Subject to compliance with terms and conditions of this Agreement, the term of this Agreement shall be from 07-01-20 to 06-30-23. This Agreement may be terminated by either party, with or without cause, any time upon thirty (30) days written notice to the other party.

XI. IN WITNESS WHEREOF, the parties have executed this Agreement as of

COUNTY OF SAN BENITO  
 BY: \_\_\_\_\_  
 Jaime De La Cruz  
 Chairperson, Board of Supervisors

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 Clerk, Board of Supervisors

COUNTY OF MONTEREY  
 BY: Wendy R. Owen  
 Chairperson, Board of Supervisors

DATE: 1.20.2021

ATTEST: [Signature]  
 Clerk, Board of Supervisors

APPROVED TO AS TO LEGAL  
FORM:

San Benito County Counsel

BY: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

DATE: Oct. 21, 2020

APPROVED TO AS TO LEGAL  
FORM:

Monterey County Counsel

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FISCAL  
PROVISIONS

Monterey County Auditor-Controller

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I hereby certify under penalty of perjury that the Chairperson of the Board of Supervisors was duly authorized to execute this document on behalf of the County of San Benito by a majority vote of the Board on 11-17-20; and a copy has been delivered to the Chairperson as provided by Government Code Section 25103.

DATED: 11-17-20

Jennifer Frechette  
Clerk, Board of Supervisors  
County of San Benito,  
State of California  
Jennifer Frechette

BY: [Signature]

APPROVED TO AS TO LEGAL  
FORM:

San Benito County Counsel

BY: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

DATE: Oct. 21, 2020

APPROVED TO AS TO LEGAL  
FORM:

Monterey County Counsel

BY: DocuSigned by:  
Anne Brunton  
4420231120194412...

DATE: 11/4/2020 | 4:00 PM PST

APPROVED AS TO FISCAL  
PROVISIONS

Monterey County Auditor-Controller

BY: DocuSigned by:  
Gary Giboney  
011210120194412...

DATE: 11/2/2020 | 7:58 AM PST

I hereby certify under penalty of perjury that the Chairperson of the Board of Supervisors was duly authorized to execute this document on behalf of the County of San Benito by a majority vote of the Board on \_\_\_\_\_; and a copy has been delivered to the Chairperson as provided by Government Code Section 25103.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Supervisors  
County of San Benito,  
State of California

BY: \_\_\_\_\_