

**AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
AND COUNTY OF SAN BENITO  
FOR RECIPROCAL HOUSING OF YOUTH**

This is an Agreement between the County of Monterey and County of San Benito for the placement of Monterey County/San Benito County youth at the other parties 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 the placement of juveniles at their respective Juvenile Hall, subject to the following limitations and requirements:
  - A. “Juvenile,” as used in this Agreement, means any person who was under eighteen (18) years of age at the time of the alleged offense and who has been determined to be subject to the jurisdiction of the Juvenile Court pursuant to Sections 602 or 707 et seq. of the California 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.
  - C. The conveying County shall provide, before transfer or as soon as practicable in an emergency, all court orders, intake forms, classification information, medical and mental health alerts, medication information, contact information, and other records reasonably necessary for the safe custody and care of the juvenile.
- 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. The receiving County shall notify the County with jurisdiction as soon as practicable after learning of the emergency and shall provide reasonable supporting documentation for any reimbursement request.

- IV. All costs of transportation to and from the Juvenile Hall shall be the responsibility of the County with jurisdiction of 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 (1) day verbal notice to the other party prior to removing any juvenile it has 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. The housing County shall invoice the County with jurisdiction monthly, with supporting information permitted by law, and the County Auditor-Controller with jurisdiction shall pay the amount certified within thirty (30) days after receiving the certified invoice. Any disputed amount shall be identified in writing with reasonable specificity, and the parties shall confer in good faith to resolve the dispute.
- 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, except to the extent caused by the sole negligence or willful misconduct of the indemnitee. A party's "performance" includes the party's actions or inactions and the actions or inactions of that party's officers and employees. The indemnitee shall provide prompt written notice of any claim for which indemnity is sought, reasonably cooperate in the defense, and not settle any such claim in a manner that imposes liability on the indemnifying party without that party's prior written consent.
- X. **Term of Agreement:** Subject to compliance with terms and conditions of this Agreement, the term of this Agreement shall be from **July 1, 2026 through June 30, 2029.**
- XI. Termination. This Agreement may be terminated by either party, with or without cause, at any time upon thirty (30) days written notice to the other party. Upon notice of termination, the parties shall cooperate to transfer or return any juvenile housed under this Agreement before the effective date of termination, unless otherwise required by court order, medical necessity, safety considerations, or mutual written agreement. Payment, confidentiality, records, and indemnity obligations accrued before termination shall survive termination.

XII. Compliance with Law. Each party shall perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws, regulations, court orders, standards, and policies governing juvenile detention, custody, care, medical and psychiatric treatment, transportation, records, and confidentiality.

XIII. Confidentiality and Records. Each party shall maintain the confidentiality of all juvenile, court, medical, psychiatric, placement, and status information received or generated under this Agreement and shall use or disclose such information only as necessary to perform this Agreement or as otherwise required by law, court order, or authorized governmental oversight. Each party shall use reasonable administrative, technical, and physical safeguards to protect such information and shall promptly notify the other party of any unauthorized disclosure of information received from the other party.

XIV. **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year written below.

COUNTY OF SAN BENITO

COUNTY OF MONTEREY

BY: \_\_\_\_\_  
Chairperson, Board of Supervisors

BY: \_\_\_\_\_  
Chairperson, Board of Supervisors

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

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

ATTEST: \_\_\_\_\_

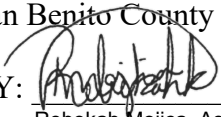
Clerk, Board of Supervisors

APPROVED AS TO LEGAL  
FORM:

APPROVED AS TO LEGAL  
FORM:

San Benito County Counsel

Monterey County Counsel

BY:  \_\_\_\_\_  
Rebekah Mojica, Assistant County Counsel

BY:  \_\_\_\_\_  
Signed by:  
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DATE: June 11, 2026

DATE: 6/12/2026

APPROVED AS TO FISCAL  
PROVISIONS

Monterey County Auditor-Controller

BY: DocuSigned by:  
*Andrew Valentine*  
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DATE: 6/12/2026

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.

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

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