This Agreement is entered into between the COUNTY OF GLENN (County) and SHASTA COUNTY PROBATION DEPARTMENT - CRYSTAL CREEK REGIONAL BOYS CAMP (Contractor), for board and care of minor(s).

1. RESPONSIBILITIES OF CONTRACTOR.

   During the term of this Agreement, Shasta County Probation Department - Crystal Creek Regional Boys Camp shall provide board and care of minor(s) housed. Shasta County Probation Department currently anticipates bed space sufficient to accommodate Glenn Counties needs.

2. RESPONSIBILITIES OF THE COUNTY.

   County shall (a) Provide necessary direction, timelines, and guidance to Contractor to allow Contractor to perform this agreement; (b) Pay Contractor upon approved invoice in a timely manner.

3. COMPENSATION.

   Contractor shall be paid after satisfactorily completing the duties described in this agreement, in accordance with the following:

   a. Glenn County, in consideration of Shasta County Probation Department - Crystal Creek Regional Boys Camp providing accommodations for its Juvenile Court Wards, agrees to pay Shasta County Probation Department, and Shasta County Probation agrees to accept the sum of $85.00 dollars per day for each accommodation.

   b. The Shasta County Probation Department will provide a comprehensive Court School Program for Glenn County Wards. Glenn County agrees that all revenue associated with providing the Court School Program including any average daily school attendance revenue shall be paid to the Shasta County Probation Department.

   c. The above rates will cover all costs of care except: 1) Costs of any hospital, medical, or surgical care and treatment for any said minors other than basic medical checkups and
treatment rendered in the Juvenile Detention Facility. 2) Costs of dental care. 3) Cost of transportation and maintenance between Counties.

d. The total amount of this agreement shall not exceed $35,000 per fiscal year.

4. BILLING AND PAYMENT.
   Contractor shall submit to Brandon Thompson, Chief Probation Officer or his designee, within 15 days after completion of the services described in paragraph 1, a statement of services rendered and costs incurred.

5. TERM OF AGREEMENT.
   This Agreement shall commence retroactively to July 1, 2006 and shall terminate June 30, 2008.

6. TERMINATION OF AGREEMENT.
   If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this Agreement on 30 days’ written notice. County shall pay Contractor for all work submitted to Contractor as of the date of notice and completed thereafter. County may terminate this contract immediately upon oral notice, should funding cease or be materially decreased. Contractor shall provide County all finished and unfinished documents prepared by Contractor pursuant to this agreement.

7. ENTIRE AGREEMENT; MODIFICATION.
   This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.

8. NONASSIGNMENT OF AGREEMENT.
   Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.
9. **EMPLOYMENT STATUS.**

Contractor shall, during the entire term of this Agreement, be construed to be an independent Contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor’s compensation. Contractor shall not be eligible for coverage under County’s Workers’ Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **MUTUAL INDEMNIFICATION**

Shasta County shall hold harmless, defend and indemnify Glenn County, its elected officials, appointed board members, officers, employees, and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person’s bodily injury, including death or property being damaged by Contractor or any person employed by Contractor or in any capacity during the performance of the work and/or service, whether by negligence or otherwise. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor’s “independent Contractor” status that would establish a liability for failure to make social security or income tax withholding.

Glenn County shall hold harmless, defend and indemnify Shasta County, its elected officials, appointed board members, officers, employees, and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person’s bodily injury, including death or property being damaged by County or any person employed by County or in any capacity during the performance of the work and/or service, whether by negligence or otherwise. County shall also indemnify Contractor of any adverse determination made by the
Internal Revenue Service or the State Franchise Tax Board against County with respect to County’s “independent Contractor” status that would establish a liability for failure to make social security or income tax withholding.

11. **INSURANCE.**

Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than $500,000 combined single-limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, Contractor’s protective, operations, auto and non-owned auto, host liquor, personal injury, fire, and legal liability applicable to this Agreement. As an alternative, Contractor may procure and maintain the above insurance in the single limit of $1,000,000.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided.

Insurance certificates provided by any insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company,” or similar language. If Contractor has employees, he/she shall obtain and maintain continuously Workers’ Compensation Insurance to cover Contractor and Contractor’s employees and partners.

12. **NON-DISCRIMINATION.**

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical handicap.

13. **NOTICES.**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Brandon Thompson  
Chief Probation Officer  
541 West Oak Street  
Willows, CA 95988
14. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this agreement for five (5) years from the termination of this agreement or until all federal or state audits are complete, whichever is later. Upon request, Contractor shall make available these records to County, state or federal government representatives.

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the day and year set forth below.

DATED: _____________ DATED: _____________

CONTRACTOR COUNTY OF GLENN
Brian Richart, Chief Probation Officer Brandon Thompson, Chief Probation Officer

Approved as to Form:

THOMAS C. AGIN, County Counsel
Glenn County, California

Approved as to Content and Fund Availability