



# RESOLUTION NO. 19-522

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A REGIONAL FACILITY AGREEMENT WITH CALAVERAS COUNTY TO HOUSE CERTAIN JUVENILE WARDS IN THE NEVADA COUNTY CARL F. BRYAN II YOUTH CENTER (NEVADA COUNTY JUVENILE DETENTION FACILITY) AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT

WHEREAS, the Nevada County Carl F. Bryan II Youth Center has capacity to accommodate additional minors from Calaveras County; and

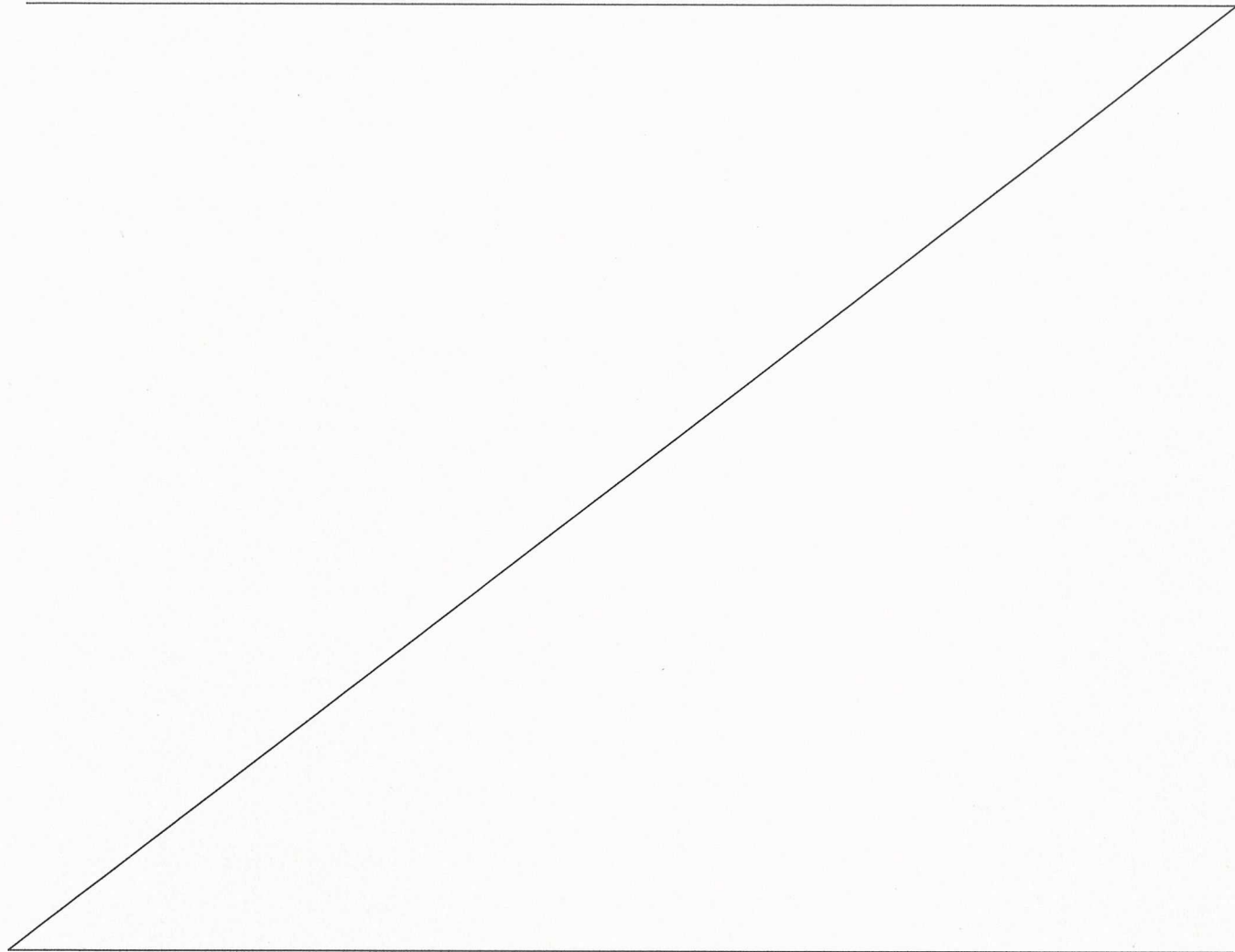
WHEREAS, Calaveras County has need and desire to detain minors in the Nevada County Youth Center Facility; and

WHEREAS, the Nevada County Chief Probation Officer wishes to enter into a fee agreement with Calaveras County pertaining to housing and providing detention and programming services to in-custody youth within the environment of the Nevada County Youth Center at the rate of \$100 per bed day; and

WHEREAS, Nevada County Youth Center intends to revisit this agreement on June 30, 2022, with the intention to address whether the terms of the Agreement remain in the best interest of Nevada County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, of the County of Nevada, State of California, approves the Agreement titled Regional Facility Agreement, by and between Nevada County and Calaveras County and that the Chair of the Board of Supervisors is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account 0101-20310-202-1000/452194



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of September, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

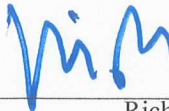
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

9/24/2019 cc: Probation\*  
AC\* (Hold)

10/23/2019 cc: Probation\*  
AC\* (Hold) 11/27/2020 cc: Probation\*  
AC\* (release)

## REGIONAL FACILITY AGREEMENT

THIS Agreement is made between the COUNTY OF NEVADA, a political subdivision of the State of California and the COUNTY OF CALAVERAS, a political subdivision of the State of California.

WHEREAS, the County of CALAVERAS has a need for juvenile hall placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Nevada County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEREAS, the County of Nevada currently operates and maintains a juvenile hall in the City of Nevada City, where space may exist in excess of its needs;

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

### **A. SERVICES:**

Nevada County shall provide placement in juvenile hall for CALAVERAS County minors who have been accepted by Nevada County Probation Department for such placement in its facility. Placement in the facility shall be made if Nevada County Probation Department determines excess space in the facility exists and Nevada County agrees to accept the minor.

All CALAVERAS County minors accepted for placement and placed in the Nevada County Juvenile Hall shall receive the same accommodations and services as Nevada County juveniles in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care and dental care as arranged and authorized by CALAVERAS County. Dental

Care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

Nevada County may provide emergency medical services without prior authorization from CALAVERAS County.

CALAVERAS County minors are not eligible to participate in Nevada County's Children's System of Care Program.

**B. TERM:**

This agreement may be terminated, at anytime by either party hereto, upon a thirty (30) day written notice to the other party. This agreement shall continue until modified or terminated by Nevada County and/or CALAVERAS County. This agreement shall take effect upon final execution and shall supersede any prior agreement between Facility and User County.

**C. PAYMENT:**

Board and Care: CALAVERAS County shall pay Nevada County for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Nevada County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of Nevada County. The rate currently established by the Chief Probation Officer is \$100.00 for each 24-hour day or portion thereof. This rate is subject to change by the Nevada County Board of Supervisors and CALAVERAS County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: CALAVERAS County shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a CALAVERAS County minor placed in the Nevada County Juvenile Detention Facility, CALAVERAS County shall defend said litigation and hold Nevada County elected officials, officers, employees, agents and volunteers fully harmless there from.

Medical and Psychological Services: CALAVERAS County agrees to pay for or to reimburse Nevada County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by a minor placed pursuant to this agreement. CALAVERAS County agrees to pay for any costs above \$15,000 per medical/surgical inpatient catastrophic episode. Nevada County is authorized to obtain emergency medical, dental, and mental health care for CALAVERAS County minors without prior authorization. All other services must be pre-authorized by CALAVERAS County.

Education: CALAVERAS County shall reimburse Nevada County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

Billing and Payments: Nevada County shall bill CALAVERAS County on a per minor basis. CALAVERAS County shall pay Nevada County within 30 days after receiving notice of payment due. Payment shall be made out to Nevada County Probation and mailed to:

Nevada County Probation  
Attention Fiscal Staff  
109 ½ North Pine Street  
Nevada City, CA 95959

**D. TRANSPORTATION:**

Nevada County shall be responsible for providing round-trip transportation of the minor to and from CALAVERAS County and the Nevada County Juvenile Detention Facility. Nevada County shall provide routine transportation for the minor within Nevada County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

**E. COURT DOCUMENTATION:**

CALAVERAS County shall be responsible for providing; conformed Court orders committing minor to the Juvenile Hall, dispositional report committing minor to the Juvenile Hall, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Nevada County transportation staff upon pick-up of minor.

**F. REMOVAL OF MINORS:**

Nevada County shall promptly return any CALAVERAS County minors placed in the Nevada County Juvenile Detention Facility upon request of the Nevada County Probation Department. Nevada County Probation Department shall have sole discretion to request removal of a CALAVERAS County minor. Upon decision to remove a CALAVERAS County minor, Nevada County shall notify CALAVERAS County by telephone and transport said minor back to CALAVERAS County within five (5) working days of notification.

**G. INDEMNITY:**

Nevada County shall defend, release, hold harmless, and indemnify CALAVERAS County, its elected officials, officers, employees, agents and volunteers from any and all claims for injuries or damages to persons and/or property, including attorneys' fees, which arise out of injuries or damages resulting from the negligent acts or omissions of Nevada County, its officers and/or employees. It is further agreed that CALAVERAS County, shall defend, release, hold harmless and indemnify Nevada County, its elected officials, officers and/or employees, agents and volunteers from any and all claims for injures

and/or damages to persons and/or property, including attorneys' fees, which arise out of the negligent acts and/or omissions of CALAVERAS County, its elected officials, officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and CALAVERAS County, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

#### **H. INSURANCE**

Nevada County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under Nevada County's participation in the CSAC Excess Insurance Authority.

CALAVERAS County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under CALAVERAS County's participation in the CSAC Excess Insurance Authority.

#### **I. PRISON RAPE ELIMINATION ACT (PREA):**

Nevada County will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Nevada County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring.

#### **J. MODIFICATION:**

No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**K. NOTICES:**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

CALAVERAS County Probation Department  
Samuel Leach, Chief Probation Officer  
891 Mountain Ranch Road  
San Andreas, CA 95232  
Phone: 209-754-6466  
Facsimile: 209-754-4913

Nevada County Probation Department  
Michael Ertola, Chief Probation Officer  
109 ½ North Pine Street  
Nevada City, CA 95949  
Phone: 530-265-1200  
Facsimile: 530-265-6280

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF NEVADA --**

Dated: 10/8/2012

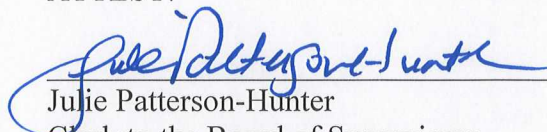
By:



Richard Anderson  
Chair, Board of Supervisors  
County of Nevada

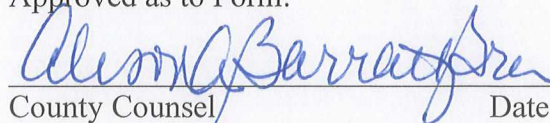
ATTEST:

By:



Julie Patterson-Hunter  
Clerk to the Board of Supervisors  
County of Nevada

Approved as to Form:

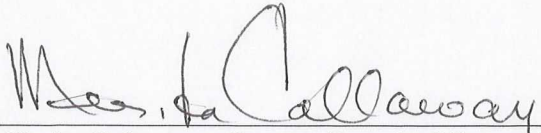


County Counsel Date  
County of Nevada




-- COUNTY OF CALAVERAS --

Dated: 1/14/2020

By:   
Chair, Calaveras County Board of Supervisors

ATTEST:

By:   
Rebecca Turner, County Clerk and  
Ex-Officio Clerk of the Board of Supervisors