



RESOLUTION No. 20-491

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH EL DORADO COUNTY JUVENILE TREATMENT CENTER TO HOUSE YOUTH FROM NEVADA COUNTY AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT

WHEREAS, the closure of the Nevada County Youth Center on or before June 30, 2021, was approved by the Board of Supervisors on July 14, 2020, by Resolution 20-318, and

WHEREAS, the El Dorado County Juvenile Treatment Center has capacity to accommodate additional minors from Nevada County, and

WHEREAS, Nevada County has the need and desire to detain minors in the El Dorado County Juvenile Treatment Center upon closure of the Nevada County Youth Center, and

WHEREAS, the Nevada County Chief Probation Officer wishes to enter into a fee agreement with Placer County pertaining to housing and providing detention and programming services to in-custody youth within the environment of the El Dorado County Juvenile Treatment Center at the rate of \$125 per bed day for non-reserved bed and \$150 per bed day for JTC Challenge commitments.

WHEREAS, 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 the Board of Supervisors, of the County of Nevada, State of California, approves the Agreement by and between Nevada County and El Dorado County effective November 1, 2020 for the term of three years, and that the Chair of the Board of Supervisors is hereby authorized to execute the Agreement on behalf of the County of Nevada. Upon closure of the Youth Center, savings realized from the facility's closure will be utilized to cover the expense related to this Agreement. Funds to be disbursed from 0101-20310-202-1000 / 530800.

BE IT FURTHER RESOLVED, that the Nevada County Board of Supervisors hereby directs the Auditor-Controller to encumber \$10,000 for Fiscal Year 2020/21.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 17th day of November, 2020, 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: 


Heidi Hall, Chair

11/17/2020 cc: Probation*
AC* (Hold)

5/3/2021 cc: Probation*
AC* (Release)

AGREEMENT FOR SERVICES #5154

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and the County of Nevada, a political subdivision of the State of California, whose principal place of business is 109 ½ North Pine Street, Nevada City CA 95959, (hereinafter referred to as "Placing County");

RECITALS

WHEREAS, El Dorado has established Juvenile Detention Facility(ies) designed for the reception and temporary care of youth pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Placing County desires to place a youth of its Juvenile Court in El Dorado's facility to the extent that such accommodation may exist; and

WHEREAS, it is the intent of the parties hereto that the placement of said youth of the Juvenile Court conforms with all applicable federal, state and local laws; and

NOW, THEREFORE, El Dorado and Placing County mutually agree as follows:

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ARTICLE I

Scope of Services: The Placing County shall have the right to place youth in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve youth for acceptance into the facility, and may remove and/or terminate the bed space of a problem youth upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said youth to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release, and any other documentation/information deemed necessary.

Placing County youth accepted for placement and placed in the El Dorado Juvenile Detention Facility(ies) shall receive the same accommodations and services as El Dorado County youth 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 Placing County.

El Dorado County may provide emergency medical services without prior authorization from Placing County.

The Placing County must bring any medication, if so prescribed, with the youth or the medication may be provided by the parent (s) or guardian (s) of the youth.

Placing County is responsible for transportation of youth between the Placing County and El Dorado Juvenile Detention facility(ies).

Nevada County Probation Department staff shall be provided reasonable access to youth detained in the El Dorado County Juvenile Detention facility in person, by telephone, or by any other electronic means for conducting necessary department business for any youth detained.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the effective date.

ARTICLE III

Compensation for Services: For services provided herein, Placing County agrees to pay El Dorado the sum of one-hundred and twenty-five dollars (\$125.00) per calendar day, for each youth placed within the Juvenile Detention Facility in a non-reserved bed or the sum of one-hundred and fifty dollars (\$150.00) per calendar day, for each youth ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado, or any other authorized third party, for services rendered outside of the already approved current El Dorado medical contract(s).

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that El Dorado and Placing County are political subdivisions of the State of California. As such, El Dorado and Placing County are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of El Dorado business, El Dorado will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, El Dorado and Placing County shall give notice of cancellation, as required in ARTICLE VIII, of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and El Dorado and Placing County are released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any El Dorado department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VI

Audit by California State Auditor: Placing County acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Placing County shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by El Dorado and Placing County during the performance of services provided pursuant to this Agreement, shall be treated by El Dorado and Placing County and staff as confidential information. El Dorado and Placing County shall not disclose or use, directly or indirectly, at any time, any such confidential information. If El Dorado or Placing County receives any individually identifiable health information ("Protected Health Information" or "PHI"), El Dorado and Placing County shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VIII

Default, Termination, and Cancellation: This Agreement may be terminated at any time by El Dorado and/or Placing County upon thirty (30) days written notice to the other.

ARTICLE IX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Probation Department
3974 Durock Road, Suite 205 Shingle Springs CA 95682
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville CA 95667
ATTN: Purchasing Agent

Notices to Placing County shall be addressed as follows:

Nevada County Probation Department
109 ½ North Pine Street
Nevada City CA 95959
ATTN: Michael Ertola, Chief Probation Officer

or to such other location as the Placing County directs.

ARTICLE X

Change of Address: In the event of a change in address for Placing County's principal place of business, Placing County's Agent for Service of Process, or Notices to Placing County, Placing County shall notify El Dorado County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XI

Indemnity: Nevada County shall defend, indemnify, and hold El Dorado County, its elected officials, officers and/or employees, agents and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, El Dorado County employees, and the public, or damages to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Nevada County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado County, Nevada County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of El Dorado County, its officers and employees, or as expressly prescribed by statute. This duty of Nevada County to indemnify and save El Dorado County harmless includes the duties to defend set forth in California Civil Code section 2778.

El Dorado County shall defend, indemnify, and hold Nevada County, its elected officials, officers and/or employees, agents and volunteers harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, Nevada County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with El Dorado County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Nevada County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Nevada County, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save Nevada County harmless includes the duties to defend set forth in California Civil Code section 2778.

ARTICLE XII

Independent Contractor: El Dorado County acknowledges that its employees, as well as any third-party contractors, shall be acting at all times as independent contractors in the performance of services under this Agreement, and not as employees of Nevada County. El Dorado County, on behalf of itself and its employees and any and all third parties performing services under this Agreement, specifically disclaims any entitlement to compensation (other than that specifically contemplated in this Agreement for services rendered); employment benefits; eligibility for the California Public Employees Retirement System through Nevada County; or any other incidentals of an employment relationship.

ARTICLE XIII

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.

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

ARTICLE XIV

Prison Rape Elimination Act (PREA): El Dorado 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, Division of Juvenile Justice (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. Placing County acknowledges that, in addition to "self-monitoring requirements," DJJ will conduct announced or unannounced compliance monitoring, to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the contract.

ARTICLE XV

Nonassignment: Except for the provision of third-party services as contemplated in Article III (such as medical and dental care), the Parties hereto agree that neither of them shall assign its rights nor delegate, subcontract, or otherwise transfer its obligations hereunder without the prior written consent of the other.

ARTICLE XVI

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Kaci Smith, Superintendent, Juvenile Treatment Center, Probation Department, or successor.

ARTICLE XVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XVIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXI

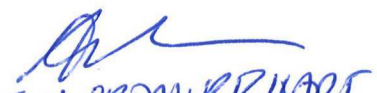
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Kaci Smith
Superintendent, Juvenile Treatment Center or Successor
El Dorado County Probation Department

Dated: 9/25/2020


Requesting Department Head Concurrence:

By: 
FOR: BRIAN RICHART
Brian Richart
Chief Probation Officer or Successor
El Dorado County Probation Department

Dated: 10/2/2020

-- PLACING COUNTY --

Requesting Department Head Concurrence:

By: 
Michael Ertola
Chief Probation Officer or Successor
Nevada County Probation Department

Dated: 12-3-20

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

-- COUNTY OF EL DORADO --

Dated: 1-5-2021

By: Keri Parlin
Chair
Board of Supervisors

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffenberg
Deputy Clerk

Dated: 1-5-21

-- PLACING COUNTY --

Dated: 11/17/2020

By: Leidi Hall
Chair
Board of Supervisors
"County of Nevada"

ATTEST:

By: Jude Salazar-Luna Dated: 11/17/2020