



RESOLUTION NO. 20-268

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH EL DORADO 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 El Dorado County, and

WHEREAS, El Dorado 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 El Dorado 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 \$125 per bed day, and

WHEREAS, the parties have previously entered into an agreement dated August 27, 2019, adopted by resolution 19-487.

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 titled Regional Facility Agreement, by and between Nevada County and El Dorado 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 23rd day of June, 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

6/23/2020 cc: Probation*
AC*(hold)

7/29/2020 cc: Probation*
AC* (Release)
El Dorado

ORIGINAL

REGIONAL FACILITY AGREEMENT

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

WHEREAS, the County of EL DORADO has a need for juvenile hall placement facilities and desires to place youth 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 EL DORADO County youth 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 youth.

All EL DORADO County youth accepted for placement and placed in the Nevada County Juvenile Hall shall receive the same accommodations and services as Nevada 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 EL DORADO 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 EL DORADO County.

EL DORADO County youth 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 EL DORADO County. This agreement shall take effect upon final execution through June 30, 2023, and shall supersede any prior agreement between Facility and User County.

C. PAYMENT:

Board and Care: EL DORADO County shall pay Nevada County for the costs of board and care for each youth so placed for each day or portion thereof that said youth 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 \$125.00 for each 24-hour day or portion thereof per youth. This rate is subject to change by the Nevada County Chief Probation Officer and EL DORADO County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement. The total cost of this agreement shall not exceed sixty-six thousand, five hundred dollars (\$66,500.00).

Legal Costs: EL DORADO County shall be solely responsible for providing legal services for said youth 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 an EL DORADO County youth placed in the Nevada County Juvenile Detention Facility, EL DORADO County shall defend said litigation and hold Nevada County elected officials, officers, employees, agents and volunteers fully harmless there from.

Medical and Psychological Services: EL DORADO 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 youth placed pursuant to this agreement. EL DORADO 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 EL DORADO County youth without prior authorization. All other services must be pre-authorized by EL DORADO County.

Education: EL DORADO 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 EL DORADO County on a per youth basis. EL DORADO 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

D. TRANSPORTATION:

Nevada County shall be responsible for providing round-trip transportation of the youth to and from EL DORADO County and the Nevada County Juvenile Detention Facility at disposition and termination of commitment. Nevada County shall provide routine transportation for the youth 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:

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

F. REMOVAL OF YOUTH:

Nevada County shall promptly return any EL DORADO County youth 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 an EL DORADO County youth. Upon decision to remove an EL DORADO County youth, Nevada County shall notify EL DORADO County by telephone and request EL DORADO County transport said youth back to EL DORADO County within five (5) working days of notification.

G. INDEMNITY:

Nevada County shall defend, release, hold harmless, and indemnify EL DORADO 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 EL DORADO 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 injuries and/or damages to persons and/or property, including attorneys' fees, which arise out of the negligent acts and/or omissions of EL DORADO County, its elected officials, officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and EL DORADO 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 insured up to \$25 million under County's participation in the CSAC Excess Insurance Authority, \$100,000 of which is self-insured.

EL Dorado County is self-insured up to \$1,000,000 and beyond that amount is covered up to \$25 million under 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 with 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"

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:

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

El Dorado County Probation Department
Brian Richart, Chief Probation Officer
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
Phone: 530-621-5625
Facsimile: 530-676-6216

L. RESPONSIBLE PARTY, COUNTY OF EL DORADO:

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

Dated:


COUNTY OF NEVADA

By: Heidi Hall
Heidi Hall
Chair, Board of Supervisors

ATTEST:
By: Julie Patterson-Hunter
Julie Patterson-Hunter
Clerk of the Board of Supervisors

Dated: 5/19/2020

COUNTY OF EL DORADO

By:  _____

Kaci Smith
Superintendent
El Dorado County Probation Dept.

Dated: 5/26/2020

By:  _____

Brian Richart
Chief Probation Officer
El Dorado County Probation Dept.

Dated:

By:  _____
El Dorado County Purchasing Agent

Dated:

Approved as to Form:

 _____

County Counsel
County of Nevada