

## **REGIONAL FACILITY AGREEMENT**

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

WHEREAS, the County of INYO 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 INYO 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 INYO 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 INYO 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 INYO County.

INYO 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 INYO County. This agreement shall take effect on August 9, 2016 and shall supersede any prior agreement between Facility and User County.

**C. PAYMENT:**

Board and Care: INYO 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 \$90.00 for each 24-hour day or portion thereof. This rate is subject to change by the Chief Probation Officer and INYO County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: INYO 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 an INYO County minor placed in the Nevada County Juvenile Detention Facility, INYO County shall defend said litigation and hold Nevada County, its officers and employees, fully harmless there from.

Medical and Psychological Services: INYO 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. INYO 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 INYO County minors without prior authorization. All other services must be pre-authorized by INYO County.

Education: INYO 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 INYO County on a per minor basis. INYO 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:**

INYO County shall be responsible for providing round-trip transportation of the minor to and from INYO 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:**

INYO 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 INYO 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 an INYO County minor. Upon decision to remove an INYO County minor, Nevada County shall notify INYO County by telephone and request INYO County transport said minor back to INYO County within five (5) working days of notification.

**G. 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” monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of this Agreement.

#### **H. INDEMNITY:**

Nevada County shall defend, release, hold harmless, and indemnify INYO County, its officers and employees, 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 INYO County, shall defend, release, hold harmless and indemnify Nevada County, its elected officials, officers and/or employees, from any and all claims for injures and/or damages to persons and/or property, including attorney’ fees, which arise out of the negligent acts and/or omissions of INYO County, its officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and INYO 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.

#### **I. 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.

**J. 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

Dated: COUNTY OF NEVADA

By: \_\_\_\_\_  
Dan Miller  
Chair, Board of Supervisors

ATTEST:  
By: \_\_\_\_\_  
Julie Patterson  
Clerk to the Board of Supervisors

Dated: COUNTY OF INYO

By: \_\_\_\_\_  
Jeff Griffiths  
Chair, Board of Supervisors

Dated: COUNTY OF INYO

By: \_\_\_\_\_  
Jeffrey L. Thomson  
Chief Probation Officer  
Inyo County Probation Dept.  
918 N. Main St.  
Bishop, CA 93514  
760-872-4111

Approved as to Form:

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County Counsel      Date  
County of Nevada

Approved as to Form:

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County Counsel      Date  
County of Inyo