



# **RESOLUTION NO. 20-437**

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

### **RESOLUTION APPROVING AN AGREEMENT WITH PLACER COUNTY JUVENILE DETENTION FACILITY 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 No. 20-318; and

WHEREAS, the Placer County Juvenile Detention Facility has capacity to accommodate additional minors from Nevada County; and

WHEREAS, Nevada County has the need and desire to detain minors in the Placer County Juvenile Hall Facility 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 Placer County Juvenile Detention Facility at the rate of \$125 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 the Board of Supervisors, of the County of Nevada, State of California, approves the Agreement by and between Nevada County and Placer County effective November 1, 2020, 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 \$100,000 for FY 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 13th day of October, 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

10/13/2020 cc: Probation\*  
AC\*(hold)

AGREEMENT NO. 0111 2020

**Agreement between Placer County and Nevada County for  
Detainment of Nevada County Youth at the Placer County  
Juvenile Detention Facility**

This Agreement ("Agreement") is made and entered into this 1st day of November, 2020, by and between the County of Placer, a political subdivision of the State of California ("Placer") and the County of Nevada, a political subdivision of the State of California, ("Nevada").

**W I T N E S S E T H**

**WHEREAS**, Placer County has established a Juvenile Detention Facility designed for the 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**, at its Juvenile Detention Facility, Placer County presently can provide beds, as needed if space is available to Nevada court ordered detained and/or probation authorized youth (Nevada youth); and

**WHEREAS**, it is the intent of the parties hereto that the detainment of said youth(s) conforms with all applicable federal, state and local laws; and

**WHEREAS**, Placer is willing to provide these beds, if available, on an as needed/requested basis to Nevada at Placer's current per-diem rate of one hundred twenty-five dollars (\$125.00).

**NOW, THEREFORE**, Placer and Nevada agree as follows:

**1. SERVICES.**

A. Placer shall maintain beds in its Juvenile Detention Facility for Nevada to utilize on an as needed/requested, if available, in full compliance with this agreement. The beds will be provided on a space available basis as determined by the Placer County Chief Probation Officer in his or her sole discretion.

B. All Nevada youth(s) accepted for detainment and placed in the Placer County Juvenile Detention Facility shall receive the same accommodations and services as provided to Placer youth(s) in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and behavioral health care, and meals in accordance with applicable State regulations enumerated in Title 15, of the California Code of Regulations.

C. Placer may provide emergency medical services without prior authorization from Nevada.

D. Nevada County Probation Department staff shall be provided reasonable access to youth detained in the Placer Detention facility in person, by telephone, or by any other

electronic means for conducting necessary department business for any youth detained.

E. Nevada youth(s) are not eligible to participate, and therefore will not participate, in the Placer County Children's System of Care program.

## **2. TERM.**

A. The term of this agreement shall be from November 1, 2020 through June 30, 2021. This agreement, its terms and conditions, and authorized amendments are renewed automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.

B. This Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party.

C. This Agreement shall supersede any prior agreement(s) between the two parties with respect to the detainment of court ordered detained and/or probation approved youth(s) from Nevada.

## **3. PAYMENT.**

A. Board and Care: Nevada shall pay Placer for the expenses of board and care for bed space if available in the Placer County Juvenile Detention Facility. The payment amount shall be at the per diem rate as agreed to by Nevada and Placer of one hundred twenty-five dollars (\$125.00) for each 24-hour day or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Placer County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Nevada County Chief Probation Officer of said change.

B. Legal Services: Nevada shall be solely responsible to make certain that those youth(s) detained in the Placer County Juvenile Detention Facility by order of the Nevada County Juvenile Court receive all legal services required by applicable law.

C. 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 one or more Nevada youth(s) placed in the PLACER County Juvenile Detention Facility, Nevada shall be fully responsible to respond to and defend this petition and shall defend, indemnify, and hold harmless Placer, its elected representatives, officers, employees, and agents from all expenses, damages, claims and allegations associated in any way with such a petition.

D. Medical and Psychological Services: Nevada shall pay for or reimburse Placer for the actual expenses of any necessary surgical, medical, psychological, dental care, prescription medications or behavioral health care required by an Nevada minor placed at the Placer County Juvenile Detention Facility pursuant to this Agreement. To the extent permitted by law, Placer is hereby authorized, without the need for any further authorization

by Nevada, to obtain such emergency medical, dental, and behavioral health care for Nevada youth(s) housed at the Placer County Juvenile Detention Facility as determined necessary by the appropriate providers of these services at the Placer County Juvenile Detention Facility. All other medical, dental and behavioral health care services shall also be the financial responsibility of Nevada but are subject to pre-authorization by the Nevada County Chief Probation Officer, or his or her designee. Nevada County may 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.

E. Education: Education and schooling expenses are included in the per diem rate charged by Placer and paid by Nevada when Nevada youth(s) are placed in Placer County's Juvenile Detention Facility. Nevada shall fully reimburse Placer for any and all expenses of schooling or education provided by Placer on behalf of youth(s) placed by Nevada at the Placer County Juvenile Detention Facility pursuant to this Agreement to the extent that those expenses are not paid for by the State of California or are not otherwise included in the per diem rate.

F. Billing and Payments: Placer shall bill Nevada on a monthly basis. Nevada shall pay Placer within thirty (30) days after receiving notice of payment due.

#### **4. TRANSPORTATION.**

A. Nevada shall be responsible for providing transportation of the minor between Nevada and the Placer County Juvenile Detention Facility. In the event Nevada fails to provide transportation for a minor from Placer to Nevada within the time frame requested by the Placer County Chief Probation Officer, or his or her designee, then Placer shall transport the minor to Nevada and Nevada shall be responsible for payment of all expenses incurred by Placer for such transportation. To the extent that Placer transports more than one minor back to Nevada within a single month because of Nevada's failure to timely provide for such transportation, Placer may elect to immediately terminate this Agreement and require Nevada to promptly remove all its youth(s) housed at the Placer County Juvenile Detention Facility.

B. Placer shall provide routine transportation for each Nevada minor within Placer for the purposes of medical, behavioral health, dental or other appropriate care. The expenses of such transportation are included in the per diem rate.

#### **5. REMOVAL OF YOUTH(S).**

Nevada shall promptly remove any Nevada youth(s) placed in the Placer County Juvenile Detention Facility upon sole determination of the Placer County Chief Probation Officer, or his or her designee, that the effective operation of the Placer County Juvenile Detention Facility requires removal of the minor upon 72 hour notice by Placer County.

**6. PREA.**

Nevada County understands and agrees that Placer County is committed to providing a safe, humane, secure environment, free from sexual harassment. Placer County maintains a zero tolerance for sexual abuse and sexual harassment in its institutions. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct. To the extent that the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 1560 et seq.) [PREA] applies to this Agreement, whenever applicable, Nevada County will comply with PREA and all applicable PREA standards, California Division of Juvenile Justice (DJJ) policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse and/or sexual harassment within Probation Facilities/Programs/Offices owned, operated or contracted. Nevada County acknowledges that, in addition to "self-monitoring requirements", Placer County will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and policies, may result in termination of this Agreement.

**7. CONFIDENTIALITY.**

If Placer or Placing County receives any individually identifiable health information ("Protected Health Information" or "PHI"), Placer 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. Notwithstanding the foregoing, Placer County may comply with Public Records Act requests pursuant to Government Code Section 6250 et seq.

**8. HOLD HARMLESS AND INDEMNIFICATION.**

Placer County (Placing County) agrees to indemnify and hold harmless Nevada County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers from and against any damages including expenses and attorney's fees arising out of negligent or intentional acts or omissions of Placer County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers

Nevada County agrees to indemnify and hold harmless Placer County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers from and against any damages including expenses and attorney's fees arising out of negligent or intentional acts or omissions of Nevada County, its employees, agents, elective and appointive boards, volunteers, elected officials and officers

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of Placer County services, as well as during the progress of rendering such services.

**9. INSURANCE.**

Insurance: It is agreed that Nevada County and Placer County shall each maintain, at all times during the performance of this Agreement, insurance coverage or self-insurance in the amounts of not less than the following to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation and One Million Dollars (\$1,000,000) professional liability (E&O).

**10. MODIFICATION.**

No modification of waiver of any provisions of the Agreement shall be effective unless such 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.

**11. NOTICE.**

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 or by first class mail and addressed to the party to be served as follows:

Placer County Probation  
Marshall Hopper, Chief Probation Officer  
2929 Richardson Drive, Suite B  
Auburn, CA 95603  
Phone: (530) 889-7915  
Fax: (530) 889-7993

Nevada County Probation  
Michael Ertola, Chief Probation Officer  
109 ½ North Pine Street  
Nevada City, CA 95959  
Phone: (530) 265-1200  
Fax: (530) 265-6280

**12. ENTIRETY OF AGREEMENT.**

This Agreement constitutes the entire agreement between Placer and Nevada with respect to the subject hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. In the event of a dispute between the parties, venue will be in the Superior Court of Placer County.

Dated: \_\_\_\_\_

Approved as to Form:

  
Julia Reeves (Nov 19, 2020 09:54 PST)

Julia M. Reeves, Deputy Placer County Counsel

Dated: 11-16-2020

County of Placer County

By   
Marshall Hopper, Chief Probation Officer

Dated: 12-15-20

County of Nevada

By   
Michael Ertola, Chief Probation Officer

Dated: \_\_\_\_\_

County of Nevada

By   
Heidi Hall, Chair, Board of Supervisors