



# **RESOLUTION No. 19-412**

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

### **RESOLUTION APPROVING THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NEVADA COUNTY PROBATION DEPARTMENT ("JUVENILE HALL") AND THE NEVADA COUNTY SHERIFF'S OFFICE ("SHERIFF'S OFFICE") FOR THE PROVISION OF JUVENILE HALL FOOD SERVICES**

WHEREAS, Title 15 of the California Code of Regulations sets the minimum standards for food service in juvenile institutions, and

WHEREAS, the Probation Department no longer has a full-time Cook at the juvenile facility in an effort to reduce costs relative to the declining juvenile delinquency population, and

WHEREAS, the Juvenile Hall and the Sheriff's Office desire to enter into a collaborative agreement to provide for provision of food services to the youth incarcerated in the Juvenile Hall, and

WHEREAS, the Chief Probation Officer and the Sheriff mutually accept the policies, procedures, cost reimbursement requirements and other matters established by the Agreement for Fiscal Year 2019/20.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding ("MOU") between the Nevada County Probation Department and the Nevada County Sheriff's Office be and hereby is approved, and that the Chair of the Board of Supervisors hereby authorizes the Chief Probation Officer and the Sheriff to execute the MOU on behalf of the County of Nevada.

Funds to be disbursed from 0101-20320-201-1000 / 538013.

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 July, 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

7/23/2019 - cc: Probation\*  
Sheriff\*  
AC\*

**MEMORANDUM OF UNDERSTANDING BETWEEN THE NEVADA COUNTY PROBATION DEPARTMENT ("JUVENILE HALL") AND THE NEVADA COUNTY SHERIFF'S OFFICE ("SHERIFF'S OFFICE") FOR THE PROVISION OF JUVENILE HALL FOOD SERVICES**

WHEREAS, this Memorandum of Understanding (MOU) is entered into for Fiscal Year 2019-20, by and between the Juvenile Hall and the Sheriff's Office, and

WHEREAS, the purpose of this agreement is to set forth terms under which the Wayne Brown Correctional Facility (SHERIFF'S OFFICE) will provide meal services for the Juvenile Hall.

NOW, THEREFORE, it is mutually understood and agreed to between the above mentioned parties as follows:

**1. SCOPE OF SERVICES**

A. Youth at the Juvenile Hall shall receive three (3) meals per day, with a cold breakfast, hot lunch and hot dinner. In addition, two nutritional snacks daily, one with the morning meal and one with the evening meal. Snacks are not to be included in the meal, but shall be delivered at the same time. Juvenile regulations do not allow for any reduction in meals during an emergency. However, sack meals are permitted during emergencies.

Meal headcount notification, including any allergy/food restriction information, will be provided by the Juvenile Hall staff via phone call once daily no later than 5:00 a.m.

B. Meals will be picked up by Juvenile Hall staff twice daily. Hot lunch will be picked up at 11:30. Dinner, evening snack, breakfast and morning snack shall be available for pick up by 4:45 p.m. in accordance with Title 15 requirements.

C. It will be the responsibility of Juvenile Hall to transport meals from the Wayne Brown Correctional Facility to Juvenile Hall. Juvenile Hall should consider temperature controlled trays to ensure hot food and cold food remain at appropriate temperatures. Sheriff's Office will only be able to ensure the quality of the meal before it leaves the Wayne Brown Correctional Facility.

D. Meals shall include condiments and utensils appropriate for a detention facility; designed to minimize the potential for misuse and for causing physical harm. All utensils and trays will be returned to WBCF rinsed, but unwashed. The juvenile hall warmer will be maintained in working order and may also be utilized in food preparation at the direction of Sheriff's Office Kitchen staff.

E. Sheriff's Office shall conform to all nutritional, health and sanitation requirements of the State regulations and local ordinances.

F. Menus shall be planned in accordance with Title 15, Section 1463. Menus shall be approved by a registered dietitian before being used. If any meal served varies from the planned menu, the change shall be noted in writing on the menu and/or production

worksheet. Menus, as planned and including changes, shall be retained for three years and evaluated by a registered dietitian at least annually and shall include those specifically intended for medical and special diets.

- G. Meals shall be prepared according to medical diets as prescribed by attending physician/appropriate medical staff at the Sheriff's Office or Juvenile Hall.

Youth requiring any allergy/food restriction that will remain housed at Juvenile Hall for more than one day will need to have documentation provided to the Sheriff's Office so the diets, allergies and restrictions can be planned for accordingly.

- H. Sheriff's Office Kitchen staff to work with juvenile hall administration during annual Nutritional Health Evaluation performed by local health officer.

- I. Sheriff's Office must prepare, maintain, and make available any records relating to food storage, quality, preparation, and delivery, and maintain records for at least one year or as otherwise required by law.

2. **COMPENSATION**

As consideration for providing the meal services outlined above during the term of this MOU, Sheriff's Office shall submit a monthly invoice to the Juvenile Hall based on the prices set forth below:

Type of Service	Price per Day
Three meals and two snacks	\$11.75 per youth

Nevada County Probation Department shall pay such invoice to the Nevada County Sheriff's Office within thirty (30) days of receipt of said invoice.

3. **DURATION OF AGREEMENT**

This Agreement will be effective from July 1, 2019 through June 30, 2020 or until either party gives ninety (90) days written notice to the other of their intent to amend or terminate this agreement. This agreement can only be amended if both parties agree to the amendment.

4. **TERMINATION OR WITHDRAWAL**

At any time and without cause, either Party may terminate in whole or in any part, its participation in this Agreement by giving at least ninety (90) days advance written notice to the other Party prior to the termination date.

We, the undersigned, on behalf of the Nevada County Probation Department and the Nevada County Sheriff's Office approve this MOU.

\_\_\_\_\_  
Michael Ertola  
Chief Probation Officer

\_\_\_\_\_  
Shannan Moon  
Sheriff - Coroner

Date: \_\_\_\_\_

Date: \_\_\_\_\_