

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5852/410-S1611

THIS FIRST AMENDMENT to that Agreement for Services #5852 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and County of Mono, a political subdivision of the State of California, whose principal place of business is 57 Bryant Street, P.O. Box 596, Bridgeport, CA 93517 (hereinafter referred to as "Placing County");

RECITALS

WHEREAS, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code, in accordance with Agreement for Services #5852/410-S1611, dated November 15, 2016, incorporated herein and made reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to amend the Whereas Clauses One, Seven, and Nine, Scope of Services, and Compensation for Services of said Agreement to change all instances of the word "ward" to "youth," as youth is the appropriate term to utilize pursuant to regulation and law, hereby amending **Whereas Clause One; Whereas Clause Seven; Whereas Clause Nine; Article I, Scope of Services; and Article III, Compensation for Services;**

WHEREAS, the parties hereto have mutually agreed to increase the non-reserved, per day, per youth rate to \$350.00; the per day, per youth ordered to Juvenile Detention Facility Commitment Programming rate to \$400.00; the per day, per youth ordered to the Juvenile Detention Facility Secure Track Program rate to \$475.00; and define rates for youth held less than twenty-four (24) hours; of said Agreement, hereby additionally amending **Article III, Scope of Services;** and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Placing County mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

I. WHEREAS CLAUSE One of the Agreement is amended in its entirety to read as follows:

WHEREAS, the Board of Supervisors of every county in the State of California must provide and maintain a suitable place for detention and housing of youth of the juvenile court, and of minors alleged to come within that court's jurisdiction, pursuant to California *Welfare and Institutions Code* section 850;

II. WHEREAS CLAUSE Seven of the Agreement is amended in its entirety to read as follows:

WHEREAS, Mono County desires to place one or more youth of its juvenile court in El Dorado County's facility(ies) to the extent that such accommodations may exist;

III. WHEREAS CLAUSE Nine of the Agreement is amended in its entirety to read as follows:

WHEREAS, it is the intent of the Parties hereto that the placement of said youth of the juvenile court conform with all applicable federal, state, and local laws;

IV. ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I – Scope of Services:

Mono County shall have the right to place juveniles in the Juvenile Detention Facilities of El Dorado County on a space-available basis, subject to acceptance of each juvenile by El Dorado County and to 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(ies), and may remove and/or terminate the bed space of a problem youth upon 72 hours' notice to Mono County. El Dorado County agrees that all Mono County youth accepted for placement in El Dorado County's Juvenile Detention Facilities shall receive the same accommodations and services as El Dorado County youth, always in accordance with all applicable federal, state, and local laws and regulations.

Mono County shall provide for the transportation of said juvenile(s) to and from the El Dorado County Juvenile Detention Facility(ies). Mono County shall provide the Chief Probation Officer of El Dorado County, or his or her 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 Mono County (or the clerk of another court of competent jurisdiction), a medical release, and any other documentation/information deemed necessary.

Either Mono County, or the parent(s) or guardian(s) of a youth, must provide any medication prescribed for the youth.

Mono County retains the right to request immediate return of any Mono County youth detained in an El Dorado County Juvenile Detention Facility. In the event of such a request, Mono County may, at its own expense, arrange for transportation of any such youth from the El Dorado County Juvenile Detention Facility, and El Dorado County shall make such youth available for transportation at the earliest practicable time.

V. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III – Compensation for Services:

For services provided herein, for the period beginning with the effective date of this amendment and continuing through the remaining term of the Agreement, Placing County agrees to pay El Dorado the sum of Three Hundred Fifty Dollars (\$350.00) per calendar day, for each youth placed within the Juvenile Detention Facility in a non-reserved bed; the sum of Four Hundred Dollars (\$400.00) per calendar day, for each youth ordered to be placed within Commitment Programming; or the sum of Four Hundred Seventy-Five Dollars (\$475.00) per calendar day, for each youth ordered to be placed within the Secure Track Program.

Youth held for twelve (12) hours or less shall be charged one-half (1/2) the respective daily rate; youth held over twelve (12) but up to twenty-four (24) hours shall be charged the respective full daily rate.

Mono County shall pay monthly in arrears and within thirty (30) days following Mono County's receipt and approval of itemized invoice(s) identifying services rendered in accordance with this Article III.

In addition to the daily contractual amount, Mono County agrees to pay or reimburse El Dorado County, or any other authorized third party, for the rendering of the following services to any youth detained:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any youth outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility(ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

Except as herein amended, all other parts and sections of Agreement for Services #5852 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5852 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Board of Supervisors
"County"

Dated: 2-7-23

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kuyper
Deputy Clerk

Dated: 2-7-23

-- PLACING COUNTY --

By: Robert Lawton
Robert Lawton
County Administrative Officer
County of Mono

Dated: 9/1/22

Approved as to Form:

By: CWT
County Counsel

Dated: 7/12/22

Approved by Risk Management:

By: [Signature]

Dated: 7/29/22