

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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| MEETING DATE: DEPARTMENT: PHONE NUMBER: REQUESTED BY: | TYPE OF AGENDA ITEM: REGULAR CONSENT TIMED SUPPORTIVE DOCUMENT ATTACHED: RESOLUTION MEMO AGREEMENT OTHER _____ |
| AGENDA ITEM: | |
| BACKGROUND INFORMATION: | |
| FUNDING SOURCE: GENERAL FUND IMPACT: | OTHER FUND: AMOUNT: \$ |
| ARE ADDITIONAL PERSONNEL REQUIRED? YES NO TYPE OF EMPLOYEE | IS THIS ITEM ALLOCATED IN THE BUDGET? YES NO IS A BUDGET TRANSFER REQUIRED? YES NO |
| SPACE BELOW FOR CLERK'S USE | |
| BOARD ACTION: APPROVED APPROVED AS AMENDED ADOPTED ADOPTED AS AMENDED DENIED OTHER NO ACTION TAKEN | SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____ |
| BOARD VOTE: BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT: | RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____ |
| COMMENTS: | |

CLERK OF THE BOARD

DATE

1. MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF SIERRA
FOR
THE PLACEMENT OF SIERRA COUNTY DETAINED JUVENILES
AT THE MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 3rd day of February, 2026, by and between the County of Tuolumne, a political subdivision of the State of California (“County”), and the County of Sierra, a political subdivision of the State of California (“Agency”).

2. WITNESSETH

WHEREAS, the County has established a juvenile facility designed for the reception and temporary care of juveniles pursuant to Title 15 of the California Code of Regulations and in accordance with applicable provisions of the California Welfare and Institutions Code; and

WHEREAS, the Agency wishes to house juveniles detained in the County’s Mother Lode Regional Juvenile Detention Facility (“Facility”) and the County wishes to provide available beds to the Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

3. PURPOSE

The purpose of this MOU is for the County to provide secure detention beds to the Agency, as available, at the Mother Lode Regional Juvenile Detention Facility, located at 12784 Justice Center Drive, Sonora, CA 95370.

4. TERM

The term of this MOU shall commence on the execution date first herein written above and terminate on June 30, 2028, unless extended as provided by this MOU.

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2030, by written amendment signed by both parties.

5. SERVICES

- a. The County shall provide beds in its Facility for the Agency to utilize as needed if beds are available. The beds will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.
- b. All Agency juveniles accepted for placement and housed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state, and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care, preventative dental care, and mental health care. Dental care beyond preventative care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.
- c. The County may provide emergency medical services without prior authorization from the Agency.
- d. Agency juveniles are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent.

1. PAYMENT

- a. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates, in an amount not to exceed \$182,500 per fiscal year:
 - i. \$250.00 per day per bed on a space available basis, invoiced monthly for youth presenting a lower level of supervision needs requiring standard facility care. This rate is applicable for general detention beds and Steps to Success (Camp) commitments requiring standard facility level of care. Acceptance of youth requiring standard facility level of care will be on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.
 - ii. \$500.00 per day per bed on a space available basis, invoiced monthly for youth presenting a higher level of supervision needs or requiring specialized care due to behavioral, mental health, or other identified risk factors identified by either party. This rate is applicable for general detention beds and Steps to Success (Camp) commitments requiring higher level of supervision. Acceptance of youth requiring higher level of supervision will be on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

- iii. \$500.00 per day per bed on a space available basis, invoiced monthly for court ordered Secure Youth Treatment Facility (“SYTF”) youth. Acceptance of SYTF youth will be at the sole discretion of the County’s Chief Probation Officer and is contingent upon facility staffing, needs of the SYTF youth, and associated risks.
 - iv. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency’s juveniles placed in the County’s Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
 - v. Rates are subject to change by the County’s Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- b. Legal Services: The Agency shall be solely responsible to make certain that those juveniles detained in the Facility by order of the Agency’s 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 proceedings is initiated by or on behalf of any Agency juveniles placed in the Facility, the Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless the County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
 - d. Medical and Psychological Services: The Agency shall pay for or reimburse the County for the actual costs of any necessary surgical/medical/psychological, dental care, prescription medications or mental health care required by an Agency juvenile placed at the Facility under this MOU. To the extent permitted by law, the County is hereby authorized, without the need for any further authorization by the Agency, to obtain such emergency medical, dental, and mental health care for Agency juveniles housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other medical, dental, and mental health care services shall also be the financial responsibility of the Agency but are subject to pre-authorization by the Agency Chief Probation Officer, or his or her designee.
 - e. Education: The Agency shall reimburse the 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.

- f. **Billing and Payments:** The Agency shall pay the County within thirty (30) days after receiving notice of payment due. Payment shall be made out to the Tuolumne County Probation Department and mailed to:

Tuolumne County Probation Department
Attention: Public Safety Administrative Manager
465 South Washington Street
Sonora, CA 95370

2. **TRANSPORTATION.**

- a. The Agency shall be responsible for providing transportation of the juveniles between Sierra County and the Facility. In the event the Agency fails to provide transportation for a juvenile from the Facility to Sierra County within the time frame requested by the County, then the County shall transport the juvenile to Sierra County and the Agency shall be responsible for payment of all costs incurred by the County for such transportation. If the County must transport more than one juvenile back to Sierra County within a single month because of the Agency's failure to timely provide for such transportation, the County may elect to immediately terminate this MOU and require the Agency to promptly remove all of its juveniles housed at the Facility.
- b. The County shall provide routine transportation for each Agency juvenile for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

3. **REMOVAL OF JUVENILES.**

- a. The Agency shall promptly remove any juveniles placed in the Facility upon sole determination of the County's Chief Probation Officer, or his or her designee, if the effective operation of the Facility requires removal of the juvenile.

4. **COURT DOCUMENTATION.**

- a. The Agency shall be responsible for providing confirmed Court orders committing juveniles to the Facility, dispositional reports committing juveniles to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to the County's staff at the at the time of booking.

6. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

7. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

8. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

9. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth in Parties shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to their performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Parties shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law, and any subsequent reporting requirements as directed by the State.

10. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

11. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

12. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

13. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

14. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

15. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:

Charles W. Henson, Chief Probation Officer

County of Sierra

100 Court House Square

Downieville, CA 95936

(530) 289-3277

COUNTY:

Dan Hawks, Chief Probation Officer

County of Tuolumne

2 South Green Street

Sonora, CA 95370

(209) 533-6500

16. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

17. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

18. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

19. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

20. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

21. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

23. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

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| COUNTY OF TUOLUMNE: | COUNTY OF SIERRA: |
| By: Roger Root, County Administrative Officer | By: Paul Roen, Chair, Board of Supervisors |
| By: Dan Hawks, Chief Probation Officer | By: Charles W. Henson, Chief Probation Officer |
| APPROVED AS TO LEGAL FORM: | APPROVED AS TO LEGAL FORM: |
| By: Christopher J. Schmidt, Acting County Counsel | By: Andrew Plett, County Counsel |