RESOLUTION - ACTION REQUESTED 2020-451

MEETING: July 28, 2020

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Amendment to MOU with Tuolumne County and Mariposa County for Youth in Need of Detention

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County has had an MOU with the MRDF since August 23, 2017 to provide detention and rehabilitative services and programs for Mariposa youth who have committed crimes and are detained by the Court. The facility provides services for the youth of the Sierra Nevada Counties including Amador, Calaveras, and Inyo County. The program has received state wide recognition for its ability to protect the community while offering services that are evidenced based and proven to successfully return youth back to their families and for them to remain law abiding.

The facility was originally built with grant funds from the state and came on line in 2017. The population of youth needing detention across the state has dropped steadily through the years. Coupled with this year’s extra ordinary budget challenges, the Tuolumne Board of Supervisors has seriously considered closing the facility this coming fiscal year 20-21.

Recognizing the importance the services the facility provides to the youth of Mariposa County it is recommended that a portion of our state funding for Juvenile Justice Crime Prevention Act Block Grant be dedicated to assisting to keep the facility available for our youth and their families. This addendum will assist the MRDF to remain operational and guarantee that beds remain available for Mariposa youth. Calaveras and Amador have also committed to increasing their financial support.

Additionally the Governor is proposing that on July 1, 2021, the state will no longer accept commitments to the Department of Juvenile Justice. Counties will no longer be able to send youth to the state for rehabilitative programs. It is anticipated that many of the current empty beds in juvenile facilities across the state will be needed to detain these more serious youthful offenders.
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Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future. It is in our best interests that the facility remain in operation and available as a local rehabilitation option for our youth.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The BOS has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
There will be no impact to the general fund. Juvenile Justice Crime Prevention Act funds will be used.

ATTACHMENTS:
MLRJDF Placement MOU-Mariposa Co. 2017 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AMENDMENT #1 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #1 ("Amendment #1") is entered into this ___1st___ day of ___July___, 2020 by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on August 23, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency’s detained juveniles at the County’s Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the Agency, in recognition of the Facility’s role as a regional resource for high needs rural youth, has committed to providing $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 and this funding will cover the term of this Amendment #1; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2020, through April 30, 2022; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #1 to this MOU shall commence on July 1, 2020 and terminate on April 30, 2022, unless extended as provided by this MOU.

   This MOU may be extended for up to two (2) additional one (1) year periods, through April 30, 2024, by written amendment signed by both parties.

Section 2. TERM, A. SERVICES is amended to read as follows:

   i. The County shall provide one (1) “guaranteed” bed per month in its Facility for the Agency to utilize as needed. The County shall provide “additional” bed(s) for Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County’s Chief Probation Officer in his or her sole discretion and at a different rate as set forth below.
2. Section 2. TERM, B. PAYMENT is amended to read as follows:

   i. Board and Care: The Agency shall pay $100,000.00 to the County in four (4) equal installments according to the following schedule:
      a. $25,000.00 within one month of execution of this Amendment #1
      b. $25,000.00 by the end of the month of October 2020
      c. $25,000.00 by the end of the month of January 2021
      d. $25,000.00 by the end of the month of April 2021

      This amount shall cover the Agency’s costs for board and care for one (1) juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rate:
      e. $150.00 per day per bed for one (1) bed per month, which shall be deemed a “guaranteed” bed space available for use by Agency for the duration of the initial Term of this Amendment #1.

   ii. The Agency shall pay the County for the costs of board and care for each additional juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
      a. $175.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed per month minimum, on a space available basis.
      b. 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.
         County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.

   iii. If the Facility ceases operation during the Term of this Amendment #1 or any successive period(s) under this MOU, or if the Agency does not utilize any bed space, the Agency will not be refunded any funds provided to the County under this MOU.

   iv. 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.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

   (signatures on the following page)
IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

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<th>COUNTY OF TUOLUMNE</th>
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<td><strong>Tracie Riggs</strong></td>
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**APPROVED AS TO LEGAL FORM:**

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