

Comments: Ok. Signed

## Jacqueline Feiro

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**From:** Kevin Luis  
**Sent:** Friday, March 29, 2024 7:49 AM  
**To:** Lake County County Counsel  
**Cc:** Wendy Mondfrans  
**Subject:** Mendocino Contract Amendment  
**Attachments:** Mendocino Amendment.pdf; Mendocino Probation.pdf  
  
**Importance:** High

Good Morning Lloyd,

Please see attached contract with changes you and I discussed to the language. Please let us know if there are any questions. The original is also attached. Please note that the timeframe for this amendment is urgent as we have hit the cap on our current contract.

Kevin Luis  
Chief Deputy Probation Officer  
Lake County Probation  
Phone: (707) 262-3141  
Fax: (707) 262-4292



**CONFIDENTIALITY NOTICE:** This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

AGREEMENT NO. \_\_\_\_\_

**AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. PA #23-113**

This Amendment to Agreement No. PA #23-113 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "Receiving County," and COUNTY OF LAKE, a political subdivision of the State of California, hereinafter referred to as "Sending County," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. PA #23-113 was entered into on June 20, 2023; and

WHEREAS, upon execution of this document by Receiving County and Sending County, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of Receiving County and Sending County to extend the termination date set out in the original Agreement No. PA #23-113 from June 30, 2024 to June 30, 2025; and

WHEREAS, it is the desire of Receiving County and Sending County to increase the maximum cost to Sending County in fiscal year 2023-2024 in the original Agreement No. PA #23-113 from Twenty-Five Thousand Dollars (\$25,000) to One Hundred Thousand Dollars (\$100,000); and

WHEREAS, it is the desire of Receiving County and Sending County to increase the total contract amount from June 20, 2023 to June 30, 2025 set out in Agreement No. PA #23-113 from Twenty-Five Thousand Dollars (\$25,000) to Two Hundred Thousand Dollars (\$200,000).


NOW, THEREFORE, we agree as follows:

1. The termination date set out in Agreement No. PA #23-113 will be extended from June 30, 2024 to June 30, 2025.
2. The maximum cost to Sending County in fiscal year 2023-2024 in Agreement No. PA #23-113 will increase from Twenty-Five Thousand Dollars (\$25,000) to One Hundred Thousand Dollars (\$100,000).
3. The total contract amount from June 20, 2023 to June 30, 2025 set out in Agreement No. PA #23-113 will be increased from Twenty-Five Thousand Dollars (\$25,000) to Two Hundred Thousand Dollars (\$200,000).

All other terms and conditions of Agreement No. PA #23-113 shall remain in full force and effect.

IN WITNESS WHEREOF, The COUNTY OF LAKE and COUNTY OF MENDOCINO have executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**"SENDING COUNTY"**  
**COUNTY OF LAKE**

  
Wendy Mondfrans  
Chief Probation Officer

3/29/24  
Date

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

By: 

DATE: 04/03/2024

COUNTY OF LAKE

\_\_\_\_\_  
CHAIR, Board of Supervisors

DATE: \_\_\_\_\_

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

By: \_\_\_\_\_

DATE: \_\_\_\_\_

**"RECEIVING COUNTY"**  
**COUNTY OF MENDOCINO**

See Page 3  
Izen Locatelli  
Chief Probation Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
County Counsel

By: See Page 3

INSURANCE REVIEW:

By: See Page 3  
Risk Management

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

EXECUTIVE OFFICE/FISCAL REVIEW

By: See Page 3  
Deputy CEO or Designee

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

COUNTY OF MENDOCINO

BY: See Page  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

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

ATTEST:  
DARCIE ANTLE, Clerk of said Board

By: See Page 3  
Deputy

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

IN WITNESS WHEREOF, The COUNTY OF LAKE and COUNTY OF MENDOCINO have executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**"SENDING COUNTY"  
COUNTY OF LAKE**

See Page 2

Wendy Mondfrans  
Chief Probation Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

By: See Page 2

DATE: \_\_\_\_\_

COUNTY OF LAKE

See Page 2

CHAIR, Board of Supervisors

DATE: \_\_\_\_\_

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

By: See Page 2

DATE: \_\_\_\_\_

**"RECEIVING COUNTY"  
COUNTY OF MENDOCINO**

\_\_\_\_\_  
Izen Locatelli  
Chief Probation Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_

INSURANCE REVIEW:

By: \_\_\_\_\_

Risk Management

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

EXECUTIVE OFFICE/FISCAL REVIEW

By: \_\_\_\_\_

Deputy CEO or Designee

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

COUNTY OF MENDOCINO

BY: \_\_\_\_\_

MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

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

ATTEST:  
DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_

Deputy

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

## AGREEMENT FOR THE HOUSING OF DETAINED WARDS

THIS AGREEMENT FOR THE HOUSING OF DETAINED WARDS ("Agreement") is made and entered into by the County of Lake, a political subdivision of the State of California ("Sending County"), and the County of Mendocino, a political subdivision of the State of California ("Receiving County").

WHEREAS, the Sending County has a need for youth detention facilities and desires to place wards detained pursuant to order of its juvenile court in the Mendocino County Juvenile Hall; and

WHEREAS, the County of Mendocino currently operates and maintains a Juvenile Hall in the City of Ukiah, where space may exist in excess of its needs; and

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code § 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County, certain individuals under the jurisdiction of the Juvenile Court of the Sending County for purposes of continued detention; and

WHEREAS, the Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County prior to making a recommendation for transfer of a youth from Sending County to the presiding judge of the Mendocino County juvenile court. If transferred pursuant to California Welfare and Institutions Code § 872, Sending County's Juvenile Court shall designate, in accordance with Section 872, the juvenile detention facility in Receiving County as the location for the detention of youth; and

WHEREAS, this agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statutes, or as required.

NOW, THEREFORE, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on June 20, 2023 and shall terminate on June 30, 2024, unless terminated earlier in accordance herewith.
2. **ACCEPTANCE OF YOUTH; HOUSING.** Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law. All youth from Sending County accepted for placement and placed in Receiving County's Juvenile Hall shall receive the same accommodations and services as Receiving County's youth in accordance with federal, state and local laws and regulations.

3. **REFUSAL; RETURN OF INDIVIDUAL.** At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County.

Receiving County's Probation Officer determines appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at their sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

4. **COMPENSATION; PAYMENT.** In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of One Hundred Seventy-Five and no/100 dollars (\$175.00) per day per person ("Daily Rate").

In no event will the cost to Sending County exceed the maximum sum of \$25,000 in any single fiscal year for the cost of all youth transferred to Receiving County for the term of the Agreement. The Daily Rate shall not include expenses associated with:

- a. Providing non-routine medical care and treatment (including but not limited to psychotropic medications) to any individual;
- b. Providing non-routine dental care and treatment to any individual;
- c. Transportation services associated with transferring an individual in or out of the Receiving County;
- d. Any good or service, the cost for which is accepted by law.

Any expense not included in the Daily Rate is billed in addition to the Daily. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

5. **NOTIFICATION IN CIRCUMSTANCES OF EMERGENCY.** Receiving County shall notify Sending County as soon as reasonably possible:

- a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement, or
- b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. **INDEMNIFICATION.**

- a. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement. Each party shall notify the

other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

- b. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

- 7. **TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other party.
- 8. **MODIFICATION.** No modification or waiver of any provisions of the Agreement shall be effective unless 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 stance for which given.
- 9. **COURT DOCUMENTATION.** Sending County shall be responsible for providing confirmed Court orders committing individuals to the Juvenile Hall, dispositional report committing individuals to the Juvenile Hall, and consent to medical treatment signed by a parent, legal guardian or Juvenile Court Judge upon transportation to Receiving County's Juvenile Hall.
- 10. **CONFIDENTIALITY; MAINTENANCE OF CONFIDENTIAL INFORMATION.** The intent of this Agreement is for the Receiving County to provide housing for Sending County's wards in Receiving County's Juvenile Hall as described above. However, should specific information regarding the Sending County's wards become known to Receiving County, the following confidentiality rules shall apply:
  - a. Receiving County shall require all employees, volunteers, agents and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedure (MPP) Division 19, which provide that:
    - i. All applications and records concerning any individual made or kept by Contract shall be confidential and shall not be open for examination for any purpose not directly connected to the administration of this program.
    - ii. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
    - iii. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
  - b. Receiving County shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and



officers that any person knowingly and intentionally violating such is guilty of a misdemeanor.

c. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding confidential nature of youth case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential. Both parties agree not to disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.

d. Notwithstanding any other provision of this Agreement, the Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing their contracted services. The Receiving County understands that they are subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations and Confidentiality of Medical Information Act [Part 2.6 Commencing with Section 56]] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this Agreement.

11. **ASSIGNMENT.** The rights and obligations associated with this Agreement may not be assigned to any other party with the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

12. **WAIVER.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy, shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13. **INSURANCE.** Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than \$1 million combined single limit body injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

14. **BINDING.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

15. **AMENDMENTS.** No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.

16. **SEVERABILITY.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

17. **NOTICES.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal Delivery:** When personally delivery to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office of mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**Facsimile transmission:** When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective upon receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

**RECEIVING COUNTY:** COUNTY OF MENDOCINO  
589 Low Gap Road  
Ukiah, CA 95482  
Attn: Chief Probation Officer

**SENDING COUNTY:** COUNTY OF LAKE  
201 S. Smith Street  
Lakeport, CA 95453  
Attn: Chief Probation Officer

Any incorrectly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

18. **CHOICE OF LAW.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
19. **VENUE.** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
20. **TIME IS OF THE ESSENCE.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
21. **AUTHORITY.** Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.
22. **ENTIRE AGREEMENT.** This Agreement, including all attachments, exhibits, and any other documents incorporated into this Agreement, shall constitute the entire agreement between Receiving County and Sending County relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any Exhibits, the provisions in the body of this Agreement shall control.
23. **ELECTRONIC COPY.** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
24. **SURVIVAL.** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including, without limitation, the obligations regarding Indemnification (Section 7) shall survive termination or expiration for two (2) years.
25. **ATTORNEY'S FEES.** In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

IN WITNESS WHEREOF, the COUNTY OF LAKE and COUNTY OF MENDOCINO have executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**"SENDING COUNTY"**

**"RECEIVING COUNTY"**

**COUNTY OF LAKE**

**COUNTY OF MENDOCINO**

  
Wendy Mondfranz  
Chief Probation Officer

See Page 8  
Izen Locatelli  
Chief Probation Officer

7/17/23  
Date

Date

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

APPROVED AS TO FORM:  
Christian Curtis,  
County Counsel

By: 

By: See Page 8

IN WITNESS WHEREOF, the COUNTY OF LAKE and COUNTY OF MENDOCINO have executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**"SENDING COUNTY"**

**COUNTY OF LAKE**

**See Page 7**

Wendy Mondfrans  
Chief Probation Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

By: **See Page 7**

**"RECEIVING COUNTY"**

**COUNTY OF MENDOCINO**

*[Signature]*  
Izen Locatelli  
Chief Probation Officer

06/23/23  
Date

APPROVED AS TO FORM:  
Christian Curtis,  
County Counsel

By: *[Signature]*

**Deputy 06/22/2023**

**INSURANCE REVIEW:**

By: *[Signature]*  
Risk Management

Date: **06/22/2023**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *[Signature]*  
Deputy CEO or Designee

Date: **06/22/2023**

**DARCIE ANTLE, Chief Executive Officer**

By: *[Signature]*  
Purchasing Agent

Date: **06/22/2023**