



RESOLUTION No. 12-353

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING AN AGREEMENT WITH SIERRA COUNTY TO PROVIDE BOOKING AND JAIL SERVICES

WHEREAS, Nevada County has provided booking and jail services for certain Sierra County arrestees for many years, and

WHEREAS, Nevada County and Sierra County desire formalize these services with this written Agreement, and

WHEREAS, Sierra County will reimburse Nevada County at the California State inmate housing reimbursement rate.

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors is authorized to execute, on behalf of Nevada County, an Agreement for Booking and Jail Services between Nevada County and Sierra County, for the term of July 1, 2012 to June 30, 2017.

Funding: Revenue deposited in 0101 20301 153 1000 452194

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of August, 2012, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Ted S. Owens.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: Donna Landi

Ted S. Owens
Ted S. Owens, Chair

08/14/2012 cc: AC*
Sheriff*
SIERRA COUNTY SHERIFF

AGREEMENT FOR BOOKING AND JAIL SERVICES

This Agreement is between the County of Sierra and the County of Nevada. This Agreement will become effective on _____, 2012 and expire or terminate as provided by its terms.

WHEREAS, Nevada County operates jail facilities located in Truckee and Nevada City, California.

WHEREAS, Sierra County desires to obtain booking and jail services from Nevada County.

WHEREAS, Nevada County, for compensation, wishes to provide booking and jail services to Sierra County for persons arrested by the Sierra County Sheriff's Office or other agencies within Sierra County's jurisdiction.

NOW THEREFORE BE IT RESOLVED BY AND BETWEEN THE PARTIES that in consideration of the mutual covenants and obligations in this Agreement, the parties agree as follows:

1. Nevada County Booking and Jail Services

Nevada County agrees to provide Sierra County with certain booking and jail services (collectively "Services"). Those Services include the booking, and housing of persons arrested in Sierra County by the Sierra County Sheriff's Office, or other agencies within Sierra County's jurisdiction, and the booking and housing of persons sentenced to jail in Sierra County (collectively referred to herein as "Arrestees.") Services will only be provided for Arrestees referred to Nevada County by Sierra County. Nevada County however, may in its sole discretion, decline to accept for booking or housing any Arrestee.

- (a) Booking.** Booking services shall include a check for holds and warrants. Arrestees shall be subject to this check at reception and release from the jail. Nevada County will also photograph each Arrestee and provide a copy of the photograph to Sierra County. Nevada County agrees to provide Sierra County with access to all files maintained for Arrestees and to provide a copy of such files upon request.
- (b) Housing.** Nevada County will house Arrestees in either its Truckee or Nevada City jail facility. Arrestees will be housed in compliance with applicable law and regulations and in the same manner as Nevada County inmates. Any Arrestee that is placed on home detention will be referred back to Sierra County.

June 19, 2012

- (c) **Medical Clearance and Treatment.** Nevada County will provide all required routine and emergency medical care to Arrestees housed in Nevada County jail facilities, including pre-incarceration medical clearance, in the same manner as provided to Nevada County inmates, regardless of cost except as provided for below. Any medical condition that requires immediate outside medical treatment, prior to booking and housing by Nevada County, shall be paid for and provided by the arresting agency.

Any Arrestee, prior to booking and housing, that is deemed by Nevada County in its discretion to have a serious medical condition, shall be transported immediately for medical clearance to the nearest medical facility. All costs associated with a medical clearance provided by anyone other than Nevada County shall be paid for by the arresting agency.

Any long term medical care, other than routine and emergency medical care, for Arrestees housed in a Nevada County jail facility shall be paid for by Sierra County. Sierra County will be notified of any such instances immediately in order to evaluate custody status.

- (d) **Records.** Sierra County will have access to any Arrestee records or telephone recordings, maintained by Nevada County. Nevada County will notify Sierra County of any Arrestee bookings and releases as they occur and send a facsimile of related documentation to Sierra County at those times.

Nevada County shall maintain at all times complete records with regard to the Services performed under this Agreement. Sierra County shall have the right to inspect those records at any reasonable time and obtain copies of those records to the extent they concern Arrestees. Sierra County shall pay the reasonable cost of duplication for copies of any records it requests.

- (e) **Transportation.** Transportation of Arrestees from Nevada County's jail facility in Truckee to its main jail facility in Nevada City will be arranged by the Nevada County Sheriff's Office in accordance with its normal inmate transportations. In the event there are no scheduled transportations on a day when an Arrestee is booked in the Truckee jail facility, and requires transportation to the main jail facility, the arresting agency shall transport the Arrestee to the main jail facility in Nevada City.

- (1) **Female Arrestees.** Female Arrestees who are brought to Nevada County's Truckee jail facility, shall be transported by the arresting agency to the Nevada City jail facility if a female correctional officer is not on duty in Truckee.

2. **Arrestees Excluded From Booking and Housing**

Nevada County, in its sole discretion, may decline to house or book any Arrestee. In any case however, Nevada County will not house or book any of the following categories of Arrestees:

- (a) Any person under the age of 18 years;
- (b) Any person taken into custody under Section 5150 of the Health and Safety Code; and
- (c) Any persons needing immediate medical treatment.

3. **Term and Termination**

This Agreement has a term of five (5) years from its effective date, unless terminated earlier as provided for in this Agreement.

- (a) **Renewal.** This Agreement, if not terminated earlier, may be renewed, under its same terms and conditions, upon notice by either party of its intent to renew, which notice shall be in writing and shall be delivered to the other party no later than May 1 of the year in which the Agreement is scheduled to expire.
- (b) **Termination for Breach.** Nevada County shall be entitled to immediately terminate this Agreement at any time, with or without notice, in the event that Sierra County breaches any of its obligations under this Agreement.
- (c) **Termination Without Cause.** Either party shall have the right to terminate this Agreement without cause by giving the other party sixty (60) days' advance written notice of same.

4. **Staffing Levels**

The parties expressly acknowledge and agree that Nevada County is not under any obligation to increase staffing levels and does not guarantee any minimum staffing level in order to provide the Services. Nevada County, in its sole discretion, shall employ and assign staff at its Truckee and Nevada City jail facilities to provide the Services.

5. Compensation

Sierra County agrees to pay Nevada County the California state inmate housing reimbursement rate, for each inmate Sierra County refers to Nevada County for Jail and Booking Services, at the then current rate in effect. Sierra County also agrees to pay Nevada County the cost of high speed internet for Arrestees who video conference with the Sierra County Superior Court for court appearances. Nevada County shall invoice Sierra County for Services and costs under this agreement on a quarterly basis. Sierra County shall pay Nevada County for invoiced Services and costs within sixty (60) days from the issuance of the invoice.

6. Indemnification

Sierra County shall defend, indemnify and hold harmless Nevada County, its officers, officials, employees, agents and volunteers, from any liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Sierra County, its agents or employees.

Nevada County shall defend, indemnify and hold harmless Sierra County, its officers, officials, employees, agents and volunteers, from any liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Nevada County, its agents or employees.

7. Independent Contractor

In providing the Services under this Agreement, Nevada County, its agents and employees, shall act in an independent capacity and as an independent contractor and not as agents or employees of Sierra County.

8. Insurance

Nevada County shall provide Sierra County with Certificates of Insurance providing thirty (30) days' notice to Sierra County of any cancellation or change in coverage. Additionally, the Certificates will show that Nevada County has the following minimum insurance coverage in place during the term of this Agreement:

(a) **Worker's Compensation and Employers Liability Coverage:**

Worker's Compensation insurance shall be provided as required by an applicable law or regulation. Related employer's liability insurance shall be provided in amounts not less than five hundred thousand dollars (\$500,000) each accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$500,000) each employee for bodily injury by disease.

(b) **General Liability Coverage:**

Nevada County shall maintain general liability coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

(c) **Automobile Liability Coverage:**

Nevada County shall maintain automobile liability coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence.

9. No Obligations to Third Party

Nothing in this Agreement is intended to nor shall it create any right in any person, firm, corporation or entity, who is not a party to this Agreement. Furthermore, nothing in this Agreement is intended to expand the duties or obligations of Nevada County or Sierra County to any third party.

10. Entire Agreement and Modification

This Agreement is the entire agreement of the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. It may only be modified or amended by written agreement executed by Nevada County and Sierra County.

11. Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be enforced.

June 19, 2012

12. Waiver

The waiver, by either party to this Agreement, of any of its terms, obligations, conditions, or incidents of breach, shall not act as a subsequent waiver of any provision of this Agreement, or as a waiver of any other default, breach, condition, remedy or condition precedent or any other right under this Agreement.

13. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to Sierra County:

Sierra County Sheriff
100 Courthouse Square
PO Box 66
Downieville, Ca. 95936

If to Nevada County:

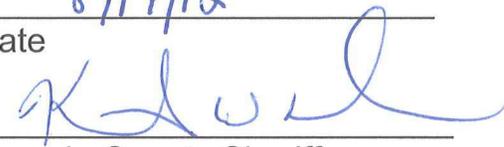
Nevada County Sheriff
950 Maidu Ave
Nevada City, Ca. 95959

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

COUNTY OF NEVADA



Chair, Board of Supervisors

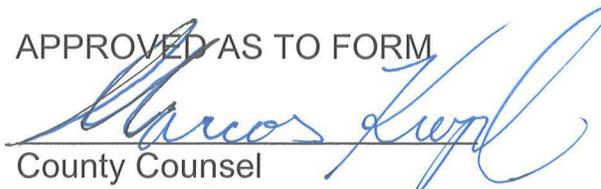
8/14/12
Date _____


Nevada County Sheriff

ATTEST:



Clerk of the Board of Supervisors

APPROVED AS TO FORM


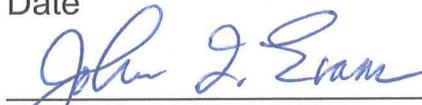
County Counsel
County of Nevada

COUNTY OF SIERRA



Chair, Board of Supervisors

Date



Sierra County Sheriff

ATTEST:



Clerk of the Board of Supervisors

APPROVED AS TO FORM



County Counsel
County of Sierra