

AGREEMENT BETWEEN THE COUNTY OF PLACER AND COUNTY OF NEVADA

DESCRIPTION: Booking and Jail Services Between Nevada County Sheriff's Office and Placer County Sheriff's Office

This Agreement (hereinafter "Agreement") is entered into between the County of Nevada, a political subdivision of the State of California (hereinafter "Nevada County"), on behalf of the Nevada County Sheriff's Office (hereinafter "NCSO") and the County of Placer, a political subdivision of the State of California (hereinafter "Placer County") on behalf of the Placer County Sheriff's Office (hereinafter "PCSO"), (collectively "Parties").

WHEREAS, Placer County desires to enter into an Agreement with Nevada County for the provision of Booking and Jail Services at the Type I Jail Facility operated by the NCSO in Truckee, California ("Jail Facility"); and,

WHEREAS, Nevada County agrees to provide personnel and facilities for housing of Placer County arrestees, who are arrested by PCSO in the Lake Tahoe area of Placer County, at its Jail Facility per the terms and conditions set forth herein; and,

WHEREAS, Placer County acknowledges and agrees that Nevada County will be responsible for the keeping of Placer County arrestees on behalf of the Placer County Sheriff's Office per the terms and conditions and compensation set forth herein.

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

1. Services

In consideration of the payments set forth in this Agreement, Nevada County shall perform services for Placer County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

Placer County's total fiscal obligation under this Agreement shall not exceed \$549,257.00. Placer County shall pay Nevada County on a quarterly basis the sum due herein in equal installments of \$137,314.25 on September 1, December 1, March 1, and June 1 during the Agreement period.

If the Agreement is renewed in accordance with Section 3, the annual increase over the previous year is not to exceed 3% unless otherwise mutually agreed upon in writing. The compensation provided shall be the full compensation for all services provided pursuant to this Agreement. No other fees, including booking fees, shall be imposed for such services.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2025 to June 30, 2026, with the option to renew annually.

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 90 days advance written notice to the other. The Agreement will terminate at the completion of the 90-day period. Placer County will be entitled to receive services through the termination of the Agreement, and Nevada County shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. Placer County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written 90 days advance written notice to Nevada County after Placer County learns of unavailability of outside funding.

6. Level of Service and Staffing

The Parties expressly acknowledge and agree that the services provided by NCSO are based upon staffing levels chosen by NCSO. For the initial term of this Agreement, the minimum level of service and staffing shall be set forth in Exhibit A. NCSO shall employ and assign staff who shall work out of the Jail Facility to provide booking and housing of arrestees detained by PCSO, and or other arresting agencies, in the area of jurisdiction covered by PCSO around Lake Tahoe.

In the event this agreement is renewed, on or before June 1 preceding the renew year options, PCSO and NCSO shall agree upon the level of service and staffing for booking and housing of persons arrested within the Lake Tahoe area of Placer County.

7. Hiring and Training of Personnel

It shall be the sole responsibility of NCSO to recruit, employ and train law enforcement personnel working in the correctional facility located in Truckee, California. Personnel shall receive such training as is customary for the position that is being filled.

8. Shift and Program Assignments

NCSO shall be responsible for the determination of the number of individuals that shall be assigned to the various shifts established in order that correctional services shall be available at all times. All shift and program assignments shall be in accordance with NCSO written policy and procedures and the Memorandum of Understanding for the affected personnel's bargaining unit and the Nevada County Personnel Code.

9. Supervision and Control of Correctional Personnel

NCSO shall select personnel that will be assigned to perform correctional duties under this Agreement and supervise, train and discipline such personnel. The Nevada County Sheriff shall assign a person of supervisory rank (Sergeant or above) to oversee the operation of the correctional facility and the performance of the correctional staff assigned to that facility. Placer County and PCSO shall have no right to control the means by which the services are provided.

Nevada County agrees and understands that the work/services performed under this Agreement are performed as an independent contractor to Placer County and that neither Nevada County nor its employees or agents acquire any of the rights, privileges, powers, or advantages of Placer County employees by way of this Agreement.

10. Indemnification and Insurance Requirements

Exhibit B, attached hereto, contains the indemnification and insurance requirements for this Agreement. The requirements within Exhibit B are material provisions to this Agreement.

11. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Nevada County pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Nevada County shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. **Reporting.** Each Party shall report to the other the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. The reporting county must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

12. Records

Nevada County shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to Placer County, and Placer County shall have the right to inspect such records at any reasonable time and to obtain copies of the records of Placer County arrestees upon request and payment of costs. Such records must demonstrate compliance with all provisions of Title 15 of the California Code of Regulations.

13. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to Placer County's operations which are designated confidential by Placer County and made available to the Nevada County to carry out services under this Agreement shall be protected by Nevada County from unauthorized use and disclosure. Nevada County shall notify County of any discovered instances of breaches of confidentiality.

Nevada County agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Nevada County shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

14. Arrestees Excluded From Booking

Any persons arrested by PCSO that are under the age of 18 years shall not be housed in the Jail Facility. persons taken into custody under Section 5150 of the Welfare and Institutions Code shall not be housed in the Jail Facility.

Persons needing immediate medical treatment shall not be housed in the Jail Facility.

Upon the arrest of a female person by the PCSO, should a female Correctional Officer not be on duty at the Jail Facility, the PCSO shall transport the female arrestee to a Placer County facility for initial booking and disposition.

15. Prison Rape Elimination Policy

Nevada County Sheriff will comply with the Prison Rape Elimination Act of 2003 [PREA] (Federal Law 42 U.S.C. § 15601 et seq.), and with all applicable final standards and regulations issues pursuant to PREA.

16. No Obligations to Third Party

Nothing in this Agreement or any other of the addenda hereto, is intended to, nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and/or obligations of the County of Placer and/or the County of Nevada with regard to any third parties.

17. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of Placer County, to:

Name, Title: Jerry Rogers, Administrative Services Manager
Address: 2929 Richardson Drive
Auburn, CA 95603
Telephone: 530-889-6965
Email: jerryrogers@placer.ca.gov

In the case of Nevada County, to:

Name, Title: Chief Fiscal Admin/Officer
Address: 950 Maidu Ave
Nevada City, CA, 95959
Telephone: 530-265-1471
Email: SheriffFinance@nevadacountyca.gov

19. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF NEVADA

Shannan Moon, Sheriff-Coroner-Public
Administrator

Print Name

Date: _____

Approved as to Form
Office of Nevada County Counsel

Date: _____

COUNTY OF PLACER

Wayne Woo, Sheriff-Coroner-Marshal

Print Name

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Compensation

Exhibit C: Indemnification and Insurance Requirements

EXHIBIT A SCOPE OF WORK

Nevada County and NCSO agree that Booking and Jail Services shall be provided to Placer County and PCSO as described herein. The services shall encompass the booking and housing of arrested persons prior to their initial appearance (arraignment) in the Court of jurisdiction located in Placer County.

NCSO agrees to provide full booking services to Placer County arrestees. Booking services shall include a check for holds and warrants prior to release from the jail. NCSO will photograph each arrestee and provide a copy of the photograph to PCSO. NCSO agrees to provide PCSO access to all files maintained for Placer County arrestees and to provide a copy of such files upon arrest.

NCSO shall provide custody and care pursuant to Minimum Standards for Adult Facilities set forth in California Code of Regulations Title 15, 19 and 24, and in accordance with all applicable Federal, State and local laws, regulations and directives for each Placer County arrestee transported to Nevada County for booking under this agreement. Any outside medical services will be paid for by Placer County.

MEDICAL ISSUES

Prior to Booking: Any medical condition that requires immediate outside medical treatment prior to the arrestee being booked/housed in NCSO's custody shall be taken to the nearest medical facility for clearance by PCSO. Once medically cleared, NCSO has the discretion to accept or decline the booking based on the medical condition.

After Booking: NCSO agrees to provide all required routine and emergency medical care to PCSO arrested persons held in the jail in the same manner as are provided to NCSO arrested persons regardless of cost.

Any person booked that reports a serious medical condition, shall be:

- a) Transported immediately by Placer County for medical clearance to the nearest medical facility.
- b) Thereafter transported by Placer County to a Placer County jail facility.

JAIL FACILITY LEVEL OF SERVICE

Staffing Level: 9 Correctional Officers

**EXHIBIT B
COMPENSATION**

July 1, 2025 to June 30, 2026: \$549,257.00

Due and payable in quarterly installments while Agreement remains in effect on:

September 1st: \$137,314.25

December 1st: \$137,314.25

March 1st: \$137,314.25

June 1st: \$137,314.25

EXHIBIT C
INSURANCE and INDEMNIFICATION REQUIREMENTS

1. Insurance

Nevada County and Placer County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than Two Million Dollars (\$2,000,000) to cover all of its operations. Specifically, but not limited to not less than Two Million Dollars (\$2,000,000) General Liability, Two Million Dollars (\$2,000,000) Automobile Liability and Two Million Dollars (\$2,000,000) Workers' Compensation. Each County agrees on behalf of its insurers, that its insurers will not seek subrogation against the other County for liabilities covered in this Agreement.

2. Indemnification

Nevada County shall defend, indemnify, protect and hold Placer County and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Nevada County employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Nevada County, and its agents, officers, or employees in performing services under this Agreement and the services herein; provided, however, that Nevada County's duty to indemnify and hold harmless shall not include any claims or liability arising from independent actions of Placer County, its agents, officers or employees.

Placer County shall defend, indemnify, protect and hold Nevada County and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Placer County employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Placer County, and its agents, officers, or employees in performing services under this Agreement and the services herein; provided, however, that Placer County's duty to indemnify and hold harmless shall not include any claims or liability arising from independent actions of Nevada County, its agents, officers or employees.

Nevada County employees performing services pursuant to this Agreement shall not be Placer County agents, officers or employees for purposes of this Agreement.

If Nevada County is responsible for indemnifying Placer County, then Nevada County shall have absolute discretion to determine the propriety of entering into the settlement of any claim, demand or litigation filed and shall not be required to consult with or to entertain the interest of Placer County in the defense or settlement of any such claim or litigation; provided, however, that whenever any claim, demand or litigation is filed against the County of Nevada for which the County of Placer would be responsible for payment of all of the costs and/or losses attributable thereto, as set out herein above, the County of Placer shall have the right to take control of any such litigation and to employ such Counsel as it may desire (at its own expense) in defense thereof.