



RESOLUTION No. 14-274

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING AN AGREEMENT WITH SHASTA COUNTY TO ALLOW NEVADA COUNTY TO HOUSE SHASTA COUNTY INMATES IN THE WAYNE BROWN CORRECTIONAL FACILITY

WHEREAS, Shasta County is experiencing limited bed space in their correctional facilities; and

WHEREAS, Nevada County is interested in entering into a mutually beneficial agreement with Shasta County to house certain sentenced inmates in the Wayne Brown Correctional Facility; and

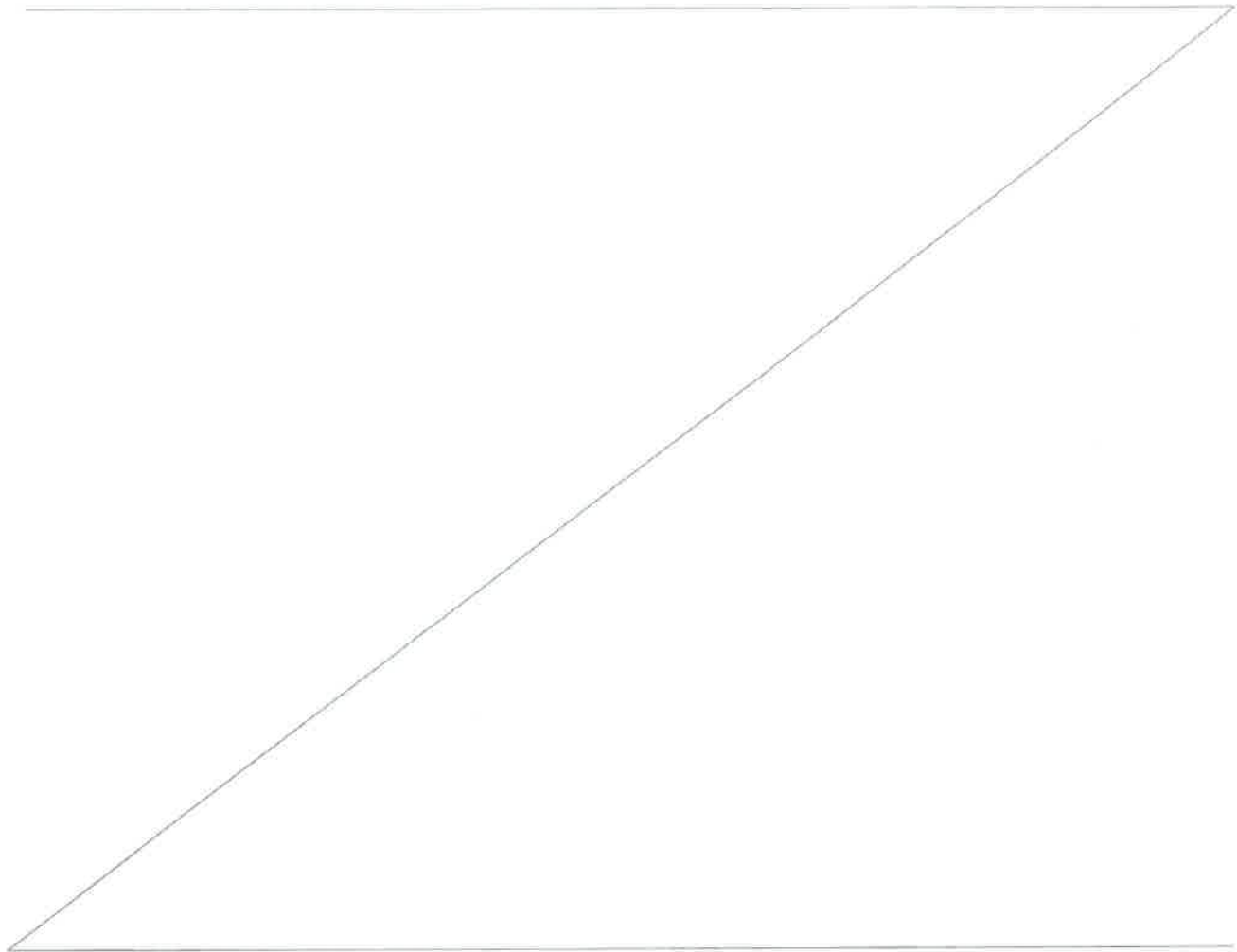
WHEREAS, Shasta County will pay Nevada County \$70.00 per inmate, per day for jail housing of their sentenced inmates such that revenue to Nevada County will cover all expenses; and

WHEREAS, Shasta County will retain responsibility for transportation and medical costs associated with their inmates; and

WHEREAS, the maximum stay for a Shasta County inmate in the Wayne Brown Correctional Facility will be 730 days with Nevada County reserving the right to return any inmate to the Shasta County Jail at its sole discretion.

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 be and is hereby authorized to execute, on behalf of the County of Nevada, an agreement between Shasta County and the County of Nevada for housing of Shasta County inmates, for the period beginning the date of the last signature of the agreement. The agreement will be for the period of one year with three optional one year renewals.

Funding: 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 24th day of June, 2014, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Terry Lamphier, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: _____

Donna Landi

Nathan H. Beason

Nathan H. Beason, Chair

06/24/2014 cc: Sheriff (2)
Shasta County
AC

**AGREEMENT
FOR THE CONFINEMENT OF SHASTA COUNTY INMATES AT THE
NEVADA COUNTY JAIL**

This Agreement is entered into as of the date last signed below between the County of Shasta ("SHASTA") and the County of Nevada ("NEVADA") (collectively, "the PARTIES").

RECITALS

1. SHASTA desires to obtain additional confinement space to incarcerate inmates serving sentences in the SHASTA County Jail of 30 days or more not to exceed two years.
2. The NEVADA Jail has the capacity and ability to house such inmates and has sufficient staff supervision available for this purpose.

THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Term and Termination:

This Agreement shall become effective on the date of the final signature of the PARTIES and shall remain in effect for a period of one year from that date, with three (3) optional one year renewals upon mutual agreement of the parties, unless terminated earlier pursuant to this Agreement.

Except as provided below, either party may terminate this Agreement for any reason, or without cause, upon thirty (30) days, advance written notice.

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the non-breaching party may elect to terminate this contract without notice.

If a party fails to timely provide in any manner the services required under this contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, the other party may terminate this Contract by giving five (5) days written notice to Contractor.

2. Responsibilities of the Parties:

A. SHASTA

- (1) SHASTA, through its Sheriff's Office and Jail, will notify the NEVADA Jail, by phone and or by email, when SHASTA is ready to transport an inmate to the NEVADA Jail. Such notification will include the name of the inmate, and any escort who will be accompanying the inmate, the charge(s), the current custody grade at SHASTA Jail and the estimated inmate time of arrival.

The NEVADA Jail must approve acceptance of the inmate at its Jail, in advance, before SHASTA initiates transfer. Upon arrival, SHASTA will provide its calculated sentencing booking sheet for the inmate.

(2) SHASTA will only send inmates to NEVADA with sentences, or remaining sentence time, of (30) days or more, not to exceed seven-hundred thirty days (730) days, who meet the current classification criteria, as amended from time to time, for being housed in the NEVADA Jail.

(3) SHASTA will only send inmates to NEVADA who can be housed under a general population medium classification, as defined by NEVADA Sheriff Classification polices, male and female. Additionally, delivered inmates must have a low to no escape risk, or pattern in their record.

(4) SHASTA will only send NEVADA healthy inmates. The NEVADA Jail will not accept inmates with significant health issues. As required by Title 15, Section 1206, of the California Code of Regulations, SHASTA will send a summary of pertinent individualized medical information with the inmate for delivery to NEVADA Jail Medical Services. If an accepted SHASTA inmate develops a health issue, NEVADA, in its sole discretion may require the return of the inmate to the SHASTA Jail. If NEVADA requires the return of an inmate, SHASTA COUNTY will pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after NEVADA's request by phone and or email, and return the inmate to the SHASTA Jail.

(5) SHASTA agrees that it is responsible for all medical expenses for SHASTA inmates housed by NEVADA, in addition to paying NEVADA the daily rate of \$70 per inmate per day as set forth in Section 3 below. If medications are prescribed for a SHASTA inmate, SHASTA will deliver, with the inmate, a 10-day supply of all of the inmate's prescribed medications. After that, NEVADA will supply medications, subject to financial reimbursement by SHASTA, which will be administered by NEVADA Jail Medical Services staff according to NEVADA Jail Medical Services policies and procedures. SHASTA will reimburse NEVADA within thirty (30) days of invoice for costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare services rendered to a SHASTA inmate while in NEVADA Jail's custody. SHASTA shall initiate, and process all Medi-Cal or insurance billing, if applicable. NEVADA shall have no responsibility for Medi-Cal or insurance billing and processing.

(6) NEVADA reserves the right, in its sole discretion, to return any inmate to SHASTA Jail for any reason, or no reason. Reasons for returning inmates may include, but are not limited to, the inmate becomes a security issue, a discipline problem, the inmate refuses to program with other inmates, or afterward requires some form of "Special Housing"; or the inmate requires a special accommodation for disability or otherwise that NEVADA cannot provide. Furthermore, NEVADA may return inmates if NEVADA needs the space for NEVADA inmates.

The same procedure and process for the return of inmates referenced in Section 4 above (return of inmates with health issues) shall be used for the return of inmates at NEVADA's election under this Section.

(7) SHASTA will notify by phone and or email, the NEVADA Jail as soon as possible, but in no event less than twenty-four (24) hours before a confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names, expected arrival and return times.

(8) SHASTA will complete, at SHASTA's sole expense, all transportation required for SHASTA inmates. SHASTA will notify the NEVADA Jail by phone and or email of pending transfers, or when an inmate no longer requires incarceration in the NEVADA Jail. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.

(9) SHASTA will make weekly contact by phone and or email with the NEVADA Jail Supervisor while SHASTA inmates are incarcerated in the NEVADA Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.

(10) SHASTA agrees that inmates confined in the NEVADA Jail are subject to the rules or directives of the NEVADA Jail, including rules on disciplines and grievances.

B. NEVADA:

(1) NEVADA, in its sole discretion, will incarcerate SHASTA inmates upon request by phone and or email of the SHASTA Sheriff's Office staff when this confinement does not conflict with space availability or other restrictions in section 2. A. (above).

(2) NEVADA will ensure emergency medical care is provided to inmates and in turn will notify the SHASTA Jail Corrections staff by phone when an emergency and/or non-emergency medical treatment is required. If non-emergency medical treatment is required outside of the facility, SHASTA will arrange for such treatment and transportation to and from the medical providers. SHASTA shall be responsible for costs for medical care outside of the facility.

(3) NEVADA, upon written request of the SHASTA Jail Corrections staff, will release inmates to SHASTA when they no longer require incarceration in the correctional facility.

(4) NEVADA will provide the SHASTA Jail Corrections staff with a copy of the booking sheet for all inmate(s) from the SHASTA Jail, upon request by phone or email.

(5) NEVADA Jail personnel/administrator will afford SHASTA inmates the same legal rights and privileges as they would with any other confined inmate.

3. Compensation:

A. SHASTA shall pay NEVADA for confinement of inmates in the NEVADA Jail at the daily rate of \$70 per inmate. The daily rate does not include medical costs or transportation costs, which SHASTA shall remain fully responsible for.

B. NEVADA will provide a monthly invoice to SHASTA for the daily costs of confinement per section 3. A. (above), for medical expenses as set forth in section 2.A.(5) (above) and for transportation costs incurred by NEVADA. SHASTA shall pay all amounts due within thirty (30) days of receipt of invoice. NEVADA will not bill for costs related to Jail Medical Services staff time.

A day shall be defined as beginning at 0001 and ending at 2400 (midnight) or any portion thereof. This fee shall cover all expenses incidental to this agreement and subsequent confinement of inmates in NEVADA Jail except for the purchase of health, comfort and personal items. These items may be purchased at the inmate's expense.

4. Indemnity:

SHASTA shall defend, indemnify, and hold NEVADA harmless against, and from all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, NEVADA employees, and the public, or damages to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with SHASTA County's services, operations, or performance under this Agreement, regardless of the existence, or degree of fault, or negligence on the part of NEVADA, SHASTA, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of NEVADA, its officers and employees, or as expressly prescribed by statute. SHASTA's duty to indemnify and save NEVADA harmless, includes the duty to defend set forth in California Civil Code section 2778.

NEVADA shall defend, indemnify, and hold SHASTA harmless against, and from all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, SHASTA employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with NEVADA's services, operations, or performance under this Agreement, regardless of the existence or degree of fault or negligence on the part of SHASTA, NEVADA, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of SHASTA, its officers and employees, or as expressly prescribed by statute. NEVADA's duty to indemnify and save SHASTA harmless includes the duty to defend set forth in California Civil Code section 2778.

It is understood and agreed by and between SHASTA and NEVADA that NEVADA does not intend to offer work status to SHASTA inmates housed in the NEVADA jail pursuant to this Agreement, and therefore does not intend to assume Workers' Compensation liability on behalf of said SHASTA inmates. In furtherance of this understanding, SHASTA inmates housed in the NEVADA jail pursuant to this Agreement will remain on "non-work" status. Should SHASTA inmates incarcerated in the NEVADA jail under this Agreement request to work while incarcerated, said inmates shall be returned to SHASTA.

5. Insurance:

SHASTA and NEVADA shall each maintain, and keep in force, at their sole cost, and expense during the term of this Agreement, the following insurance:

- A. General liability insurance in the amount of not less than \$1,000,000 per claim and \$3,000,000 aggregate per year.
- B. Automobile liability insurance with a combined single limit of not less than \$1,000,000 per accident against bodily injury and property damage liability arising out of the use of any owned, non-owned or hired motor vehicle or automotive equipment.
- C. Professional liability insurance in the amount of not less than \$1,000,000 per claim; and,
- D. Worker's compensation insurance with statutory limits as required by the laws of the State of California, and Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Each party shall provide a certificate of insurance, or letter of self-insurance, upon request of the other party. There must be insurance coverage for the entire period commencing on the effective date of this Agreement and ending on the date that is two (2) years beyond the final date that this Agreement is effective, including any extensions or renewals of this Agreement. Such insurance must satisfy the liability limit requirement of this Section.

SHASTA will not use subcontractors to carry out any of its duties under this Agreement, so it will not be required to maintain the insurance coverage specified in this section for subcontractors. NEVADA shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name NEVADA as an additional insured on all such coverage.

6. Miscellaneous Provisions:

- A. This Agreement may be amended only in writing signed by both parties.
- B. This Agreement represents the final agreement between the parties regarding housing of SHASTA inmates at the Nevada County jail. This Agreement supersedes all prior oral and written agreements.
- C. The following audit requirements apply from the effective date of this Agreement until three years after SHASTA's final payment under this Agreement:

(1) SHASTA shall allow NEVADA's authorized representatives to inspect, audit, and copy SHASTA's records as needed to evaluate and verify any invoices, payments, and claims that SHASTA submits to NEVADA or that any payee of SHASTA submits to NEVADA in connection with this Agreement. 'Records' include but are not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

(2) NEVADA and SHASTA shall be subject to the examination and audit of the State Auditor, at the request of NEVADA or as part of any audit of NEVADA. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including but not limited to administration costs.

D. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

E. Any notice required to be given by this Agreement shall be given to each party's Jail Commander or their authorized designee. Except as otherwise specified in Paragraphs (1) and (4), notice shall be in writing and sent by first class mail to the following addresses:

SHASTA COUNTY JAIL
Attn. Jail Commander
1655 West St.
Redding, CA. 96001

Wayne Brown Correctional Facility
Attn. Jail Commander
950 Maidu Avenue
Nevada City, CA 95959

F. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require subsequent performance of that term or condition.

G. In providing services herein, the parties, and the agents and employees thereof, shall act in an independent capacity and as independent contractors and not as agents or employees of the other.

H. This Contract represents the entire agreement between SHASTA and NEVADA, and no representations have been made or relied upon except as set forth herein. The Contract may be amended or modified only by a written, fully executed agreement of the parties.

I. All individuals executing this Contract on behalf of SHASTA and NEVADA represent and warrant that they are authorized to execute and deliver this Contract.

IN WITNESS THEREOF, this Agreement has been executed by and on behalf of the parties hereto on the day and year below.

Tom Bosenko, Sheriff

TOM BOSENKO, SHERIFF-CORONER
SHASTA COUNTY SHERIFF'S OFFICE

Date: 4-22-14

Les Baugh

LES BAUGH, CHAIRMAN
SHASTA COUNTY BOARD OF SUPERVISORS

Date: MAY 06 2014

ATTEST:

Candace Martin, deputy

LAWRENCE G. LEES
SHASTA COUNTY CLERK OF THE BOARD

Keith Royal

KEITH ROYAL, SHERIFF-CORONER
NEVADA COUNTY SHERIFF'S OFFICE

Date: 6-2-14

Nate Beason

NATE BEASON, CHAIR
NEVADA COUNTY BOARD OF SUPERVISORS

Date: 6/24/14

ATTEST:

Donna Landi

DONNA LANDI
NEVADA COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM
NEVADA COUNTY COUNSEL

By *Alicia Barratt*

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

By *Adam Barratt*

Adam Barratt

RISK MANAGEMENT APPROVAL
BY *Chris Decker* 7-15-14