

13573

AGREEMENT FOR BOOKING AND JAIL SERVICES

BETWEEN PLACER COUNTY AND NEVADA COUNTY

WHEREAS, the Placer County Sheriff desires to enter into a contractual agreement with the Nevada County Sheriff for the provision of Booking and Jail Services at the Type I Jail Facility operated by the Nevada County Sheriff's Office in Truckee, California; and,

WHEREAS, the Nevada County Sheriff agrees to provide personnel and facilities for housing of Placer County arrestees, who are arrested by the Placer County Sheriff's Office in the Lake Tahoe area of Placer County, at its Type I Jail Facility located in Truckee, California; and,

WHEREAS, in consideration of the Sheriff of Nevada County and the County of Nevada's willingness to assist the County of Placer and the Sheriff of Placer County by providing Booking and Jail Services as set forth herein, the Sheriff of Placer County acknowledges and agrees that in providing such services, the Sheriff and County of Nevada will be responsible for the keeping of Placer County arrestees on behalf of the Placer County Sheriff's Office for the 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. Nevada County Sheriff Services

The Sheriff of Nevada County and County of Nevada agree that Booking and Jail Services shall be provided to the Sheriff of Placer County 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.

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

Nevada County Sheriff 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. Nevada County Sheriff shall provide routine medical care in accordance with Title 15 requirements. Any outside medical services will be paid for by Placer County.

2. Term and Termination

The Agreement shall be for a term of one (1) year, from July 1, 2016 to June 30, 2017, with the option to renew annually based on mutual written agreement by June 1st of any subsequent year thereafter. The County of Nevada shall be entitled to terminate the Agreement at any time if the County of Placer is more than sixty (60) days delinquent in making any payments hereunder to the County of Nevada. Either party shall have the right to terminate this Agreement without cause by giving the other party ninety (90) days advanced written notice of their intent to terminate.

3. Level of Service and Staffing

The parties expressly acknowledge and agree that the services provided by the Nevada County Sheriff are based upon the staffing levels chosen by the Nevada County Sheriff. For the initial term of this Agreement, the level of service and staffing shall be set forth in Exhibit "A". The Nevada County Sheriff shall employ and assign staff who shall work out of the Truckee Jail to provide booking and housing of arrestees detained by the Placer County Sheriff's Office in the area of jurisdiction covered by the Placer County Sheriff's Office around Lake Tahoe.

The level of service as shown in Exhibit "A" shall remain in effect unless or until the Nevada County Sheriff's Office advises the Placer County Sheriff's Office in writing of their intent to amend the staffing levels. In the event this agreement is renewed, on or before June 1st of each subsequent year, the Placer County Sheriff and the Nevada County Sheriff shall agree upon the level of service and staffing for booking and housing of persons arrested within the Lake Tahoe area of Placer County.

4. Compensation

The County of Placer agrees to pay the County of Nevada the sum of Four Hundred Twenty Thousand Nine Hundred Sixty-One Dollars (\$420,961) for services in the initial term of this Agreement, as set forth in Exhibit A. The County of Placer shall pay the County of Nevada on a quarterly basis, the sum due in equal One Hundred Five Thousand Two Hundred Forty Dollars and Twenty-Five Cent (\$105,240.25) installments on September 1st, December 1st, March 1st, and June 1st of each year this Agreement remains in effect. In the event this Agreement is renewed, on or before June 1st of each year the Placer County Sheriff and the Nevada County Sheriff shall agree on the amount of compensation set forth in Exhibit A. 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.

5. Hiring and Training of Personnel

It shall be the sole responsibility of the Nevada County Sheriff 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.

6. Shift and Program Assignments

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

7. Supervision and Control of Correctional Personnel

The Nevada County Sheriff 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. Any Nevada County Sheriff employee providing services under this agreement shall have

no authority, express or implied, to act on behalf of Placer County, and Placer County shall have no right to control the means by which the services are provided.

8. Services to be Provided

The Nevada County Sheriff agrees to accept from the Placer County Sheriff any arrestee that has been arrested within the jurisdiction of the County of Placer located in the Lake Tahoe area through the Tahoe City substation. The Agreement of accepting arrestees shall begin at 1700 hours (5:00 PM) daily, Monday through Friday and cease at 0800 hours (8:00 AM) the following day. The Nevada County Sheriff agrees to accept arrested persons from the Placer County Sheriff on Saturday and Sunday on a 24-hour basis.

9. 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.

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

The County of Nevada 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.

10. Insurance

It is agreed that 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 One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability and One Million Dollars (\$1,000,000) Workers' Compensation. Each County agrees on behalf of its insurers, that its insurers will not to seek subrogation against the other County for liabilities covered in this Agreement.

11. No Obligations to Third Party

Nothing in this Agreement or any 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.

12. Medical Issues

Nevada County Sheriff's Office agrees to provide all required routine and emergency medical care provided to Placer County arrestees and inmates, including pre-incarceration medical clearance, in the same manner as are provided to Nevada County arrestees and inmates regardless of cost. Any medical condition that requires immediate outside medical treatment prior to the arrestee being housed in the Nevada County Sheriff's custody shall be borne by the Placer County Sheriff.

Any person arrested that is deemed to have a serious medical condition, shall be:

- a) Transported immediately for medical clearance to the nearest medical facility.
- b) Thereafter transported to the Placer County Jail located in Auburn, California, by the Placer County Sheriff's Office.

13. Arrestees Excluded From Booking

No person under the age of 18 years shall be housed in the Nevada County Sheriff's Jail Facility in Truckee, California.

Persons taken into custody under Section 5150 of the Health and Safety Code shall not be housed in the Nevada County Sheriff's Jail Facility.

Persons needing immediate medical treatment shall not be housed.

Upon the arrest of a female person by the Placer County Sheriff's Office, should a female Correctional Officer not be on duty at the Nevada County Sheriff's Jail Facility in Truckee, California, the Placer County Sheriff shall transport the female arrestee to their facility in Auburn, California, for initial booking and disposition.

14. Modification

This Agreement may only be modified or amended by written agreement executed by all parties to the agreement.

15. 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 Placer County:

Placer County Sheriff
2929 Richardson Drive
Auburn, CA 95603

If to Nevada County:

Nevada County Sheriff
950 Maidu Avenue
Nevada City, CA 95959

16. Records

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

17. 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.

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

COUNTY OF NEVADA

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

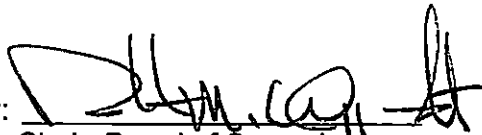
By: _____
Nevada County Sheriff

APPROVED AS TO FORM:

Nevada County Counsel

COUNTY OF PLACER

Dated: May 17, 2016

By: 
Chair, Board of Supervisors

ATTEST:


Clerk of the Board of Supervisors

By: 
Placer County Sheriff-Coroner-Marshal

APPROVED AS TO FORM:

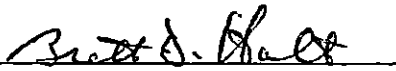

Placer County Counsel
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

TRUCKEE CORRECTIONS LEVEL OF SERVICE

Staffing Level: 9 Correctional Officers

COMPENSATION

July 1, 2016 to June 30, 2017: \$420,961

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

| | |
|---------------------------|---------------------|
| September 1 st | \$105,240.25 |
| December 1 st | \$105,240.25 |
| March 1 st | \$105,240.25 |
| June 1 st | <u>\$105,240.25</u> |
| | \$420,961.00 |