



RESOLUTION No. 16-375

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING A RENEWAL AGREEMENT WITH AMADOR COUNTY TO ALLOW NEVADA COUNTY TO HOUSE AMADOR COUNTY INMATES IN THE WAYNE BROWN CORRECTIONAL FACILITY

WHEREAS, Amador County has been experiencing limited bed space in their correctional facilities; and

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Chair of the Nevada County Board of Supervisors is hereby authorized to execute, on behalf of the County of Nevada, a renewal agreement between Amador County and the County of Nevada for housing of Amador County inmates, for the period of one year beginning with the date of the last signature of the agreement. The agreement provides for 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 26th day of July, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

7/26/2016 cc: Sheriff(3)
AC*(hold)

8/15/2016 cc: Sheriff
AC*(release)
Amador County

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

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

RECITALS

1. AMADOR desires to obtain additional confinement space to incarcerate inmates serving sentences in the AMADOR County Jail of 7 (seven) days or more not to exceed 2 (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, unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement upon thirty (30) days, advance written notice.

2. Responsibilities of the Parties:

A. AMADOR

(1) AMADOR, through its Sheriff's Office and Jail, will notify the NEVADA Jail, by phone and or by email, when AMADOR 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 AMADOR Jail and the estimated inmate time of arrival. The NEVADA Jail must approve acceptance of the inmate at its Jail, in advance, before AMADOR initiates transfer. Upon arrival, AMADOR will provide its calculated sentencing booking sheet for the inmate.

(2) AMADOR will only send inmates to NEVADA with sentences, or remaining sentence time, of (7) seven days or more, not to exceed seven-hundred thirty (730) days, who meet the current classification criteria, as amended from time to time, for being housed in the NEVADA Jail.

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

(4) AMADOR 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, AMADOR will send a summary of pertinent individualized medical information with the inmate for delivery to NEVADA Jail Medical Services. If an accepted AMADOR inmate develops a health issue, NEVADA, in its sole discretion may require the return of the inmate to the AMADOR Jail. If NEVADA requires the return of an inmate, AMADOR 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 AMADOR Jail.

(5) AMADOR agrees that it is responsible for all medical expenses for AMADOR 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 AMADOR inmate, AMADOR will deliver, with the inmate, a 10-day supply of all of the inmate's prescribed medications. After that, NEVADA will supply medications, which will be administered by NEVADA Jail Medical Services staff according to NEVADA Jail Medical Services policies and procedures. AMADOR 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 AMADOR inmate while in NEVADA Jail's custody. AMADOR 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 AMADOR 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) AMADOR 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) AMADOR will complete, at AMADOR's sole expense, all transportation required for AMADOR inmates. AMADOR 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) AMADOR will make weekly contact by phone and or email with the NEVADA Jail Supervisor while AMADOR inmates are incarcerated in the NEVADA Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.

(10) AMADOR 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 AMADOR inmates upon request by phone and or email of the AMADOR 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 AMADOR 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, AMADOR will arrange for such treatment and transportation to and from the medical providers. AMADOR shall be responsible for costs for medical care outside of the facility.

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

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

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

3. Compensation:

A. AMADOR 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.

B. NEVADA will provide a monthly invoice to AMADOR 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. AMADOR 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.

C. 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:

AMADOR 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 AMADOR County's services, operations, or performance under this Agreement, regardless of the existence, or degree of fault, or negligence on the part of NEVADA, AMADOR, 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. AMADOR'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 AMADOR 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, AMADOR 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 AMADOR, NEVADA, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of AMADOR, its officers and employees, or as expressly prescribed by statute. NEVADA's duty to indemnity and save AMADOR harmless includes the duty to defend set forth in California Civil Code section 2778.

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

5. Insurance:

AMADOR 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.


AMADOR 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 AMADOR 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 AMADOR's final payment under this Agreement:
 - (1) AMADOR shall allow NEVADA's authorized representatives to inspect, audit, and copy AMADOR's records as needed to evaluate and verify any invoices, payments, and claims that AMADOR submits to NEVADA or that any payee of AMADOR 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 AMADOR 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.

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.

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



MARTIN A. RYAN, SHERIFF-CORONER
AMADOR COUNTY SHERIFF'S OFFICE

Date: 5-23-2016



JOHN PLASSE, CHAIRMAN
AMADOR COUNTY BOARD OF SUPERVISORS


Date: 6-21-16

ATTEST:



JENNIFER BURNS
AMADOR COUNTY CLERK OF THE BOARD

Deputy



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

Date: 6-27-16



DAN MILLER, CHAIR
NEVADA COUNTY BOARD OF SUPERVISORS


Date: 7-26-16

ATTEST:




JULIE PATTERSON-HUNTER
NEVADA COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM
NEVADA COUNTY COUNSEL

By 

APPROVED AS TO FORM
AMADOR COUNTY COUNSEL

By 
GREG GILLOTT
AMADOR COUNTY COUNSEL