

AGREEMENT FOR BOOKING AND JAIL SERVICES
BETWEEN EL DORADO COUNTY AND ALPINE COUNTY

WHEREAS, the Alpine County Sheriff desires to enter into a contractual agreement with the El Dorado County Sheriff for the provision of jail services at the Jail facilities operated by the El Dorado County Sheriff's Office in South Lake Tahoe and Placerville, California.

WHEREAS, the El Dorado County Sheriff agrees to provide personnel and facilities for housing of Alpine County prisoners, who are arrested by officers of the Alpine County Sheriff's Office.

WHEREAS, in consideration of the Sheriff of El Dorado County and the County of El Dorado willingness to assist the County of Alpine and the Sheriff of Alpine County by providing jail services as set forth herein, the Sheriff of Alpine County acknowledges and agrees that in providing such service, the Sheriff and County of El Dorado will be responsible for the keeping of Alpine County prisoners on behalf of the Alpine County Sheriff's Department.

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. El Dorado County Sheriff Services

The Sheriff of El Dorado County (El Dorado Sheriff) and County of El Dorado agree that custody services shall be provided to the Sheriff of Alpine County (Alpine Sheriff) 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 Alpine County, and any subsequent hearings and sentences.

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

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El Dorado Sheriff shall provide custody and care pursuant to Minimum Standards for Local Detention Facilities set forth in California Code of Regulations Title 15, and 24 and in accordance with all applicable Federal, State and local laws, regulations and directives for each Alpine Sheriff arrestee transported to El Dorado Sheriff for booking under this agreement. El Dorado Sheriff shall provide routine medical care inside the facilities in accordance with Title 15 requirements. Any outside medical services will be paid for by Alpine Sheriff.

2. Term and Termination

This Agreement shall be effective as of the date of signing and shall be in effect until amended by either party as provided for under California Penal Code section 4009. Either party shall have the right to terminate this Agreement without cause by giving the other party ninety (90) day's advance written notice of the same.

3. Level of Service and Staffing

The El Dorado Sheriff shall have the sole responsibility for the staffing and level of service of the El Dorado County Jails as set by the El Dorado Sheriff's staffing policies.

4. Compensation

The County of El Dorado agrees to accept County of Alpine inmates in return for services listed under "Patrol Services" below. El Dorado County acknowledges the receipt of \$150,000 as listed in Alpine County Resolution 90-44 from Alpine County to assist in the expansion of the Tahoe Jail completed in September of 1992.

5. Supervision and Control of Correctional Personnel

The El Dorado Sheriff shall select personnel that will be assigned to perform correctional duties under this Agreement and supervise, train and discipline such personnel. Any El Dorado Sheriff employee providing services under this agreement shall have no authority, express or implied, to act on behalf of Alpine County, except as provided for under California Penal Code sections 4008, 4011, 4011.5, and 853.6 and Alpine County shall have no right to control the means by which the services are provided.

6. Services to be Provided

The El Dorado Sheriff agrees to accept from the Alpine Sheriff any prisoner that has been arrested within the jurisdiction of the County of Alpine. The Agreement of accepting the prisoners shall be operational for 24 hours per day, seven days per week.

7. Indemnification

Alpine County shall defend, indemnify, and hold El Dorado County harmless against and from any and 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, workers, El Dorado County 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 Alpine County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado County, Alpine County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of El Dorado County, its officers and employees, or as expressly prescribed by statute. This duty of Alpine County to indemnify and save El Dorado County harmless includes the duties to defend set forth in California Civil Code section 2778.

El Dorado County shall defend, indemnify, and hold Alpine County harmless against and from any and 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, workers, Alpine County 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 El Dorado County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Alpine County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Alpine County, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save Alpine County harmless includes the duties to defend set forth in California Civil Code section 2778.

8. Insurance

Each party at its sole cost and expense, shall carry insurance- or self insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30)

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days advance written notice of any cancellation, termination or lapse of any insurance or self insurance coverage's.

9. 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 Alpine and/or the County of El Dorado with regard to any third parties.

12. Medical Issues

El Dorado Sheriff agrees to provide all required routine and emergency medical care provided to Alpine inmates in the same manner as is provided to El Dorado County arrestees and inmates inside the Jail. Any medical condition that requires immediate outside medical treatment prior to the arrestee being housed in the El Dorado County Sheriff's custody shall be borne by the Alpine Sheriff.

Any person arrested that is deemed to have a serious medical condition, shall be transported immediately for medical clearance to the nearest medical facility.

Outside Medical Care

- a) Alpine Sheriff shall be responsible for payment of any outside medical care for Alpine inmates. El Dorado Sheriff shall be responsible for the forwarding of received medical billings for Alpine inmates.
- b) "Outside medical care" is defined as the hospitalization or referral of an inmate to a hospital or medical provider for services not provided by El Dorado County inside the Jail.
- c) El Dorado Sheriff shall be deemed to be the receiver of medical information pursuant to the Health Insurance Portability and Accountability Act of 1996.
- d) The El Dorado Sheriff shall be responsible for seeking court orders from the Alpine Court pursuant to California Penal Code sections 4011 and 4011.5 regarding inmate hospitalizations.
- e) Alpine Sheriff shall have the option of providing a guard at the hospital

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or pay the Step 5 rate of an EDSO Deputy II or Correctional Officer II when the hospitalization exceeds two days. El Dorado Sheriff shall retain the right to assign staff as available. One hospital day shall be defined as 24 hours starting upon the inmate's departure from the jail.

13. Arrestees Excluded From Booking

No person under the age of 18 years shall be housed in the El Dorado County Sheriff's facilities unless otherwise provided in this agreement.

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

Persons needing immediate medical treatment shall not be housed.

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 El Dorado County:

El Dorado County Sheriff
300 Fair Lane
Placerville, CA 95667

If to Alpine County:

Alpine County Sheriff
Box 278
Markleville, Ca 96120

16. Records

El Dorado Sheriff shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to Alpine Sheriff, and Alpine Sheriff shall have the right inspect such records at any reasonable time and

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to obtain copies of records of Alpine County arrestees upon request. Such records shall demonstrate compliance with all provisions of Title 15 of the California Code of Regulations.

17. Court Order

Alpine Sheriff shall seek a written court order from the Judge of the Alpine Superior Court to designate the El Dorado County Sheriff's Jail for the confinement of Alpine County inmates pursuant to California Penal Code section 4007. Alpine Sheriff shall provide a copy of the official order to the El Dorado Sheriff.

18. Programs

Alpine County inmates shall be allowed participation in programs offered inside the El Dorado Jail pursuant to the requirements set by the El Dorado Sheriff.

19. Capacity Release

The El Dorado Sheriff shall not be restricted in releasing Alpine Sheriff inmates pursuant to the capacity release policies set by the El Dorado Sheriff.

20. Transport to Court

Alpine Sheriff agrees to be responsible for the transportation of Alpine inmates to and from Alpine Court.

21. Commitment to Mental Health facility

Alpine Sheriff agrees to transport any Alpine County inmate who requires commitment to a mental health facility if required under section 5150 of the Welfare and Institutions Code as provided for by the *Alpine County Mental Health Department*.

22. Minors

El Dorado Sheriff agrees to accept minors to be confined in accordance with Welfare and Institutions Code section 207.1. Minors shall not be confined in the Tahoe Jail. Minors incarcerated under 207.1 W&I shall be delivered by Alpine County to the Jail designated by El Dorado Sheriff.

23. Work Program

El Dorado Sheriff agrees to accept Alpine County clients into the El Dorado Sheriff's Work Program. El Dorado Sheriff agrees to develop procedures with Alpine Sheriff for Alpine County clients to perform community service for the benefit of Alpine

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County. Program fees charged by El Dorado Sheriff to offset administrative costs shall remain with El Dorado County.

24. Patrol Services

In return for this Agreement, Alpine Sheriff agrees to provide primary patrol response for those areas of El Dorado County contiguous to Alpine County accessible by vehicle from California State Route 88 (Hwy 88) west to the intersection of Iron Mountain Road (Mormon Emigrant Trail) and Hwy 88 including the Iron Mountain Ski Resort. El Dorado Sheriff shall retain responsibility for secondary response to this area as well as the mandated functions of the El Dorado Sheriff.

25. Reimbursement

- Alpine Sheriff agrees to reimburse El Dorado Sheriff for the housing of inmates at the daily rate of \$112 per day with a not to exceed limit of \$55,000, for each fiscal year. A "housed" inmate is defined as an inmate who has completed the booking process and is being placed into the population of the El Dorado Sheriff's Jail.
- Alpine Sheriff shall be responsible for the costs incurred for the contracting back to the California Department of Corrections and Rehabilitation for the housing of any Alpine County inmate who are unable to be housed in the El Dorado County Sheriff's Jail.
- El Dorado Sheriff agrees to invoice Alpine Sheriff quarterly. Alpine sheriff agrees to provide payment within 30 days from receipt of invoice.

26. Dispute Resolution

Alpine Sheriff and El Dorado Sheriff shall attempt in good faith to resolve any dispute informally. The Alpine Sheriff and the El Dorado Sheriff shall meet to discuss the matter and any actions necessary to resolve the dispute.

If the dispute cannot be resolved to the satisfaction of the Alpine Sheriff or the El Dorado Sheriff, the objecting party may pursue any available legal remedies. Pending a final decision of the dispute, both parties shall perform their obligations under this MOU in good faith.

27. Past Agreements

This Agreement supersedes all previous agreements that concern the housing of inmates between El Dorado and Alpine Counties.

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

COUNTY OF EI Dorado

Dated: _____

By: _____
John D'Agostini, Sheriff-Coroner
Public Administrator

Dated: _____

By: _____
John R. Knight, Chair,
Board of Supervisors

ATTEST:

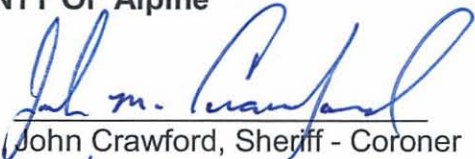
Approved as to form:

Suzanne Allen de Sanchez,
Clerk of the Board of Supervisors

Louis B. Green, County Counsel

COUNTY OF Alpine


Dated:

By: 
John Crawford, Sheriff - Coroner

By: 
Henry C. Veatch, Chair,
Board of Supervisors

ATTEST:

Approved as to form:



Barbara Howard, County Clerk and
Ex officio Clerk of the Board
By: Teola Tremayne, Asst. County Clerk



Martin Fine, County Counsel