

AGREEMENT FOR JAIL SERVICES

BETWEEN EL DORADO COUNTY AND SHASTA COUNTY

WHEREAS, the County of Shasta desires to enter into a contractual agreement with the County of El Dorado 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 Shasta County prisoners.

WHEREAS, in consideration of the Sheriff of El Dorado County and the County of El Dorado willingness to assist the County of Shasta and the Sheriff of Shasta County by providing jail services as set forth herein, the County of Shasta acknowledges and agrees that in providing such service, the Sheriff and County of El Dorado will be responsible for the keeping of Shasta County prisoners on behalf of the Shasta 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 Shasta County (Shasta Sheriff) as described herein. The services shall encompass the housing of inmates sentenced in Shasta County.

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 Shasta Sheriff inmate transported to El Dorado Sheriff for housing 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 Shasta 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

Shasta Sheriff agrees to reimburse El Dorado Sheriff for the housing of inmates at the daily rate of \$90 per day. A "housed" inmate is defined as an inmate who has been placed into the population of the El Dorado Sheriff's Jail.

El Dorado Sheriff agrees to invoice Shasta Sheriff quarterly. Shasta Sheriff agrees to provide payment within 30 days from receipt of invoice.

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 Shasta County, except as provided for under California Penal Code sections 4008, 4011, 4011.5, and 853.6 and Shasta County shall have no right to control the means by which the services are provided.

6. Services to be Provided

El Dorado Sheriff agrees to accept general population medium classification, as defined by El Dorado Sheriff classification polices, male Shasta County inmates for intake at the Placerville Jail and to provide inmates returning to Shasta County for pick up at the Placerville Jail or as otherwise arranged.

7. Indemnification

Shasta County shall defend, indemnity, 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 Shasta County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado County, Shasta 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 Shasta 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 Shasta 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, Shasta 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 Shasta County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Shasta County, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save Shasta 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- it's 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 It's potential liabilities hereunder. Each party agrees to provide the other thirty (30) 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 Shasta and/or the County of El Dorado with regard to any third parties.

10. Medical Issues

El Dorado Sheriff agrees to provide all required routine and emergency medical care provided to Shasta 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 Shasta Sheriff.

Any inmate that is deemed to have a serious medical condition shall be transported immediately for medical clearance to the nearest medical facility prior to being accepted for housing.

Outside Medical Care

- a) Shasta Sheriff shall be responsible for payment of any outside medical care for Shasta inmates. El Dorado Sheriff shall be responsible for the forwarding of received medical billings for Shasta 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 Shasta Court pursuant to California Penal Code sections 4011 and 4011.5 regarding inmate hospitalizations with any necessary legal services to be provided by the County of Shasta County Counsel.
- e) Shasta Sheriff shall have the option of providing a guard at the hospital 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.

11. 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.

El Dorado Sheriff does not agree to accept minors to be confined in accordance the Welfare and Institutions Code section 207.1.

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.

12. Modification

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

13. 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 Shasta County:

Shasta County Sheriff
1525 Court St.
Redding, Ca 96001

14. 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 Shasta Sheriff, and Shasta Sheriff shall have the right inspect such records at any reasonable time and to obtain copies of records of Shasta County inmates upon request. Such records shall demonstrate compliance with all provisions of Title 15 of the California Code of Regulations.

15. Court Order

Shasta Sheriff shall seek a written court order from the Judge of the Shasta Superior Court to designate the El Dorado County Sheriff's Jail for the confinement of Shasta County inmates pursuant to California Penal Code section 4115.5 as needed. Shasta Sheriff shall provide a copy of the official order to the El Dorado Sheriff.

15. Programs

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

16. Capacity Release

The El Dorado Sheriff shall not be restricted in returning Shasta Sheriff inmates pursuant to the capacity release policies set by the El Dorado Sheriff. El Dorado Sheriff agrees to give reasonable notice to Shasta Sheriff of impending capacity limits that would cause the early release of Shasta County inmates.

The Shasta County Sheriff shall transport all inmates scheduled for release from the El Dorado County Jail to the Shasta County Jail or to another appropriate facility to serve the remainder of their sentence. During the pendency of an inmate's sentence, the Shasta County Sheriff has the sole discretion to determine whether an inmate will be released from custody.

17. Transport

Shasta Sheriff agrees to be responsible for the transportation of Shasta County inmates to and from Shasta County. Shasta Sheriff agrees to transport Shasta County inmates from El Dorado County to Shasta County prior to their release from custody.

18. Commitment to Mental Health facility

Shasta Sheriff agrees to transport any Shasta 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 Shasta County Mental Health Department or as otherwise arranged with El Dorado Sheriff.

19. Dispute Resolution

Shasta Sheriff and El Dorado Sheriff shall attempt in good faith to resolve any dispute informally. The Shasta 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 Shasta 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.

20. Past Agreements

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

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

COUNTY OF El Dorado

Dated: _____

By: _____
Sheriff-Coroner
Public Administrator

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Agreement for Jail Services

COUNTY OF SHASTA

Dated:

By: _____
Sheriff - Coroner

By: _____
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to Form

Shasta County Counsel

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