

AGREEMENT FOR JAIL SERVICES

BETWEEN EL DORADO COUNTY AND AMADOR COUNTY

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

WHEREAS, in consideration of the Sheriff of El Dorado County and the County of El Dorado willingness to assist the County of Amador and the Sheriff of Amador County by providing jail services as set forth herein, the County of Amador acknowledges and agrees that in providing such service, the Sheriff and County of El Dorado will be responsible for the keeping of Amador County prisoners on behalf of the Amador 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 Amador County (Amador Sheriff) as described herein. The services shall encompass the housing of inmates either sentenced or pre-sentenced in Amador 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 Amador 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 outside the scope of the contract medical provider will be paid for by Amador 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

Amador 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 Amador Sheriff quarterly. Amador 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 Amador County, except as provided for under California Penal Code sections 4008, 4011, 4011.5, and 853.6 and Amador 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 and female Amador County inmates for intake at the Placerville Jail and to provide inmates returning to Amador County for pick up at the Placerville Jail or as otherwise arranged.

7. Indemnification

Amador 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 Amador County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the

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part of El Dorado County, Amador 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 Amador 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 Amador 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, Amador 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 Amador County, El Dorado County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Amador County, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado County to indemnify and save Amador 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 Amador 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 Amador inmates in the same manner as is provided to El Dorado County arrestees and inmates inside the Jail.

Outside Medical Care

- a) Amador Sheriff shall be responsible for payment of any outside medical Care for Amador inmates outside the scope of the contract medical provider. El Dorado Sheriff shall be responsible for the forwarding of received medical billings for Amador 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 Amador 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 Amador County Counsel.
- e) Amador 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 Amador County:

Amador County Sheriff
700 Court St.
Jackson, Ca 95642

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

15. Court Order

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

15. Programs

Amador 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 Amador Sheriff inmates pursuant to the capacity release policies set by the El Dorado Sheriff. El Dorado Sheriff agrees to give reasonable notice to Amador Sheriff of impending capacity limits that would cause the early release of Amador County inmates.

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

17. Transport

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

18. Commitment to Mental Health facility

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

19. Dispute Resolution

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

Requesting Contract Administrator and Department Head Concurrence:

By: 
Name: John D'Agostini
Title: Sheriff
Department: El Dorado County Sheriff

Dated: 2/5/13

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

COUNTY OF El Dorado

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

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COUNTY OF Amador

Dated: 1/22/13

By: Mark Gorman
Sheriff - Coroner

By: Richard M. Forster
Chair, Board of Supervisors

ATTEST:

Jennifer Burns
Clerk of the Board of Supervisors

Approved as to Form

AA
Amador County Counsel

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