

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: August 4, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Sierra County Sheriff's Office
APPROVING PARTY: Sheriff Mike Fisher
PHONE NUMBER: (530) 289-3700

AGENDA ITEM: Resolution approving agreement for jail services between Nevada County and Sierra County for the booking and housing of inmates. (SHERIFF)

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: CCP
AMOUNT: \$60,000 Quarterly

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION APPROVING AGREEMENT WITH NEVADA COUNTY FOR
HOUSING SIERRA COUNTY INMATES**

Resolution 2020-

WHEREAS, the Sierra County Sheriff's Office desires to enter into a contractual agreement with the Nevada County Sheriff's Office for the provision of booking and jail services at the Jail facilities operated by the Nevada County Sheriff's Office in Truckee and Nevada City, California.

WHEREAS, the Nevada County Sheriff, for compensation, agrees to provide personnel and facilities for booking and housing of Sierra County inmates, who are arrested by deputies of the Sierra County Sheriff's Office.

WHEREAS, in consideration of the Sheriff of Nevada County and the County of Nevada's willingness to assist the County of Sierra and the Sheriff of Sierra County by providing booking and jail services as set forth herein, the Sheriff of Sierra County acknowledges and agrees that in providing such service, the Sheriff of Nevada County will be responsible for the keeping of Sierra County inmates on behalf of Sierra County Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors does hereby approve the Agreement between Sierra County Sheriff's Office and the Nevada County Sheriff's Office and the Sierra County Board of Supervisors authorizes Mike Fisher, Sheriff-Coroner, to sign the Agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 4th day of August, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK TO THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

AGREEMENT FOR BOOKING AND JAIL SERVICES

BETWEEN NEVADA COUNTY AND SIERRA COUNTY

WHEREAS, the Sierra County Sheriff's Office desires to enter into a contractual agreement with the Nevada County Sheriff's Office for the provision of booking and jail services at the Jail facilities operated by the Nevada County Sheriff's Office in Truckee and Nevada City, California.

WHEREAS, the Nevada County Sheriff, for compensation, agrees to provide personnel and facilities for booking and housing of Sierra County inmates, who are arrested by deputies of the Sierra County Sheriff's Office.

WHEREAS, in consideration of the Sheriff of Nevada County and the County of Nevada's willingness to assist the County of Sierra and the Sheriff of Sierra County by providing booking and jail services as set forth herein, the Sheriff of Sierra County acknowledges and agrees that in providing such service, the Sheriff of Nevada County will be responsible for the keeping of Sierra County inmates on behalf of Sierra County Sheriff's Office.

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 (Nevada Sheriff) and the County of Nevada agree that custody services may be provided to the Sheriff of Sierra County (Sierra Sheriff) as described herein. The services shall encompass the booking and the housing of arrested persons prior to their initial appearance (arraignment) in the court of jurisdiction located in Sierra County, and continued housing for any subsequent hearings and sentences. Nevada Sheriff will not accept any Sierra County inmate sentenced to less than 24 hours. Sierra Sheriff agrees to book and release those individuals from their jail. Sierra Sheriff shall obtain all medical clearances prior to booking their arrestees. Nevada Sheriff reserves the right to reject any inmate it deems not medically cleared.

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

Nevada 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 Sierra Sheriff arrestee transported to Nevada Sheriff for booking under this agreement. Nevada Sheriff shall provide routine medical care inside the facilities in accordance with Title 15 requirements. Any outside medical services shall be paid for by Sierra Sheriff.

Nevada Sheriff will not be responsible for transportation of any Sierra Sheriff inmate with the exception of emergency medical treatment. Should the Sierra Sheriff inmate be medically cleared to

return to the Nevada County Jail, whichever agency is guarding the inmate at that time shall be responsible for the transport.

2. Term and Termination

This Agreement shall be effective as of the date of signing and shall have a term of approximately three years ending on June 30, 2023. The agreement shall allow for two (2) additional one-year renewals based on mutual written agreement. 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 Nevada Sheriff shall have the sole responsibility for the staffing and level of service of the Nevada Sheriff County Jails as set by the Nevada Sheriff's staffing policies.

4. Supervision and Control of Correctional Personnel

The Nevada Sheriff shall select personnel that will be assigned to perform correctional duties under this Agreement and supervise, train and discipline such personnel. Any Nevada Sheriff employee providing services under this Agreement shall have no authority, express or implied, to act on behalf of Sierra County, except as provided for under California Penal Code sections 4008, 4011, 4011.5, 4011.6, and 853.6 and Sierra County shall have no right to control the means by which the services are provided.

5. Services to be Provided

The Nevada Sheriff agrees to accept from the Sierra Sheriff inmates that have been arrested within the jurisdiction of the County of Sierra with the exception of those prisoners excluded by Section 10 of this MOU. The Agreement of accepting the inmates shall be operational for 24 hours per day, seven days per week.

6. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission, except such loss or damage which was caused by the sole negligence or willful misconduct of the indemnifying party or its officers, officials, employees, agents and volunteers.

7. Insurance

Sierra County understands and agrees to the following: Nevada County in accordance with Government Code section 990 and Labor Code Section 3700, has elected to self-insure general, auto, cyber and medical malpractice liability, also participate in risk pooling for workers compensation liability. Under these forms of insurance, the Nevada County covers tort and workers' compensation liability arising out of official Nevada County business and for work performed in this agreement. Nevada County agrees to require each transferee,

subcontractor and assignee to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 with limit no less than \$1,000,000, worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) insurance with limit no less than \$1,000,000.

Nevada County understands and agrees to the following: Sierra County in accordance with Government Code section 990 and Labor Code Section 3700 has elected to self-insure general, auto, workers' compensation, cyber, and medical malpractice liability. Under these forms of insurance, Sierra County covers tort and workers' compensation liability arising out of official Sierra County business and for work performed in connection to this agreement. All claims against Sierra County based on tort liability should be presented as a government claim to the Clerk of the Board.

8. 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 Sierra and/or the County of Nevada with regard to any third parties.

9. Medical Issues

Nevada Sheriff agrees to provide all required routine and emergency medical care provided to Sierra inmates in the same manner as is provided to Nevada County arrestees and inmates inside the Jail. 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 Sierra 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 prior to booking. Nevada Sheriff shall have sole discretion to refuse bookings based on medical or mental health conditions.

Outside Medical Care

- a) Sierra Sheriff shall be responsible for payment of any outside medical care for Sierra inmates. Nevada Sheriff shall be responsible for the forwarding of received medical billings for Sierra 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 Nevada County inside the Jail.
- c) Nevada Sheriff shall be deemed to be the receiver of medical information pursuant to the Health insurance Portability and Accountability Act of 1996.
- d) The Sierra Sheriff shall be responsible for seeking court orders from the Sierra Court pursuant to California Penal Code sections 4011, 4011.5 and 4011.6 regarding inmate hospitalizations.

Agreement for Jail Services

- e) Sierra Sheriff shall provide a guard at the hospital after 4 hours. Nevada 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.
- f) Sierra Sheriff shall be responsible for complying with all Sierra County Court orders regarding 1368 and 1370 inmates and shall provide required paperwork to the Department of State Hospitals. Sierra Sheriff shall be responsible for transportation of Sierra inmates to and from State Hospitals.

10. Arrestees Excluded from Booking

No person under the age of 18 years shall be housed in the Nevada 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 Nevada County Sheriff's Jail Facilities

Persons needing immediate medical treatment shall not be housed.

Nevada Sheriff may reject any inmate it deems unsuitable for housing in Nevada County Jail facilities for any reason.

No civil commitment inmates will be accepted or housed at any Nevada County Jail Facility.

Sierra Sheriff inmates will not be allowed to partake in the Nevada Sheriff Alternative Sentencing Program.

11. Modification

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

12. 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 Nevada County:

Nevada County Sheriff
950 Maidu Avenue
Nevada City, CA 95959

If to Sierra County:

Sierra County Sheriff
100 Courthouse Square
Downieville, CA 95936

13. Records

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

14. Court Order

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

15. Programs

Sierra County inmates shall be allowed to participate in programs offered inside the Nevada County Jail pursuant to the requirements set by the Nevada Sheriff.

16. Release

The Nevada Sheriff shall not be restricted in releasing Sierra Sheriff inmates pursuant to the capacity release policies set by the Nevada Sheriff.

Upon release due to capacity, own recognizance, completion of sentence, or court order, Sierra County shall provide transport for the released inmate to Sierra County unless the inmate is to be released to another agency. Sierra Sheriff inmates shall not be released in Nevada County unless the inmate has arranged self-transportation or is a Nevada County resident.

17. Transport

Sierra Sheriff agrees to be responsible for the transportation of Sierra inmates to and from Sierra Court. Nevada Sheriff agrees to allow Sierra County inmates to conduct video arraignments from within the Jail. No other video court proceedings will be allowed unless agreed upon by Nevada Sheriff.

- a) Nevada Sheriff may transport Sierra inmates to state prison located in Tracy if Nevada Sheriff is already scheduled for a transport. Otherwise, Sierra Sheriff shall be responsible for all transports to and from prison.
- b) Sierra Sheriff will be responsible for any pick up or drop off of any Sierra inmate to any other jurisdiction due to a warrant status.

18. Commitment to Mental Health Facility

Sierra Sheriff agrees to transport any Sierra County inmate who requires commitment to a mental health facility if required under sections 1370 or 5150 of the Welfare and Institutions code as provided for by the Sierra County Mental Health Department or by County of Nevada Behavioral Health Department.

19. Work Program

Nevada Sheriff does not offer a work program.

20. Reimbursement

Sierra Sheriff agrees to reimburse Nevada Sheriff for the housing of inmates at the daily rate of \$136 per day. The daily rate begins once an inmate has completed the pre-booking process and has been accepted into custody. The daily rate is defined as any portion of a day while the inmate is in the custody of the Nevada Sheriff. Daily rate does not include outside medical costs per paragraph 9.

Sierra 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 Sierra County inmate who are unable to be housed in the Nevada County Sheriff's Jail.

Nevada Sheriff agrees to invoice Sierra Sheriff quarterly. Sierra Sheriff agrees to provide payment within 30 days from receipt of invoice.

21. Dispute Resolution

Sierra Sheriff and Nevada Sheriff shall attempt in good faith to resolve any dispute informally. The Sierra Sheriff and the Nevada Sheriff shall meet to discuss the matter and any actions necessary to resolve the dispute or any potential claims.

If the dispute cannot be resolved to the satisfaction of the Sierra Sheriff or the Nevada 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 Agreement in good faith.

22. Past Agreements

This Agreement supersedes all previous agreements that concern the housing in inmates between Nevada and Sierra Counties.

23. Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be enforced.

Agreement for Jail Services

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

COUNTY OF NEVADA

Dated: _____

By: _____
Shannan Moon, Sheriff – Coroner

Dated: _____

By: _____
Heidi Hall, Chair
Board of Supervisors

ATTEST:

Approved as to form:

Julie Patterson– Hunter
Clerk of the Board of Supervisors

Kit Elliot, County Counsel

COUNTY OF SIERRA

Dated: _____

By: _____
Michael Fisher, Sheriff – Coroner

Dated: _____

By: _____
Jim Beard, Chair
Board of Supervisors

ATTEST:

Approved as to form:

Heather Foster
Clerk of the Board of Supervisors

David Prentice – County Counsel