

## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND DEL NORTE COUNTY JAIL**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("Shasta") and the County of Del Norte ("Del Norte") for the purpose of confining inmates from the Shasta County Jail in the Del Norte County Jail (collectively, the "Parties" and individually a "Party").

### **Section 1.     RESPONSIBILITIES OF DEL NORTE.**

Pursuant to the terms and conditions of this agreement, Del Norte shall;

- A. Incarcerate Shasta inmates within the Del Norte's jail upon request by phone and or email of Shasta staff when this confinement does not conflict with space availability subject to restrictions in **Section 2**.
- B. Ensure emergency medical treatment is provided if required. If non-emergency medical treatment is required outside of the facility, Shasta will arrange for such treatment and transportation to and from the medical providers. Shasta shall be responsible for costs for medical care outside the facility.
- C. Upon written request of Shasta, release inmates to Shasta when they no longer require incarceration in the Del Norte jail.
- D. Provide Shasta with a copy of the booking sheet for all inmate(s) from Shasta, upon request by phone or email.
- E. Afford Shasta inmates, confined in Del Norte's jail pursuant to this MOU, the same legal rights and privileges as they would with any other confined inmate.
- F. Reserve the right to return any inmate to Shasta for any reason, including but not limited to: the inmate becomes a security issue, a discipline problem, refuses to program with other inmates, or afterward requires some form of "Special Housing"; or if the inmate requires a special accommodation for disability or otherwise that Del Norte cannot provide; or Del Norte needs the space for Del Norte's inmates; or at the sole discretion of Del Norte.

### **Section 2.     RESPONSIBILITIES OF SHASTA.**

Shasta shall compensate Del Norte as prescribed in **Sections 3 and 4** of this agreement and shall:

- A. Notify Del Norte, by phone and or by email, when Shasta needs and is ready to transport an inmate to Del Norte's 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 Shasta and the estimated time of arrival. Del Norte must approve the transfer of the inmate by phone and or by email before Shasta initiates

the transfer. Upon arrival at Del Norte's jail, Shasta will provide the calculated sentencing booking sheet for the inmate from Shasta County Jail.

- B. Send inmates for a duration of thirty (30) days or more, not to exceed three hundred and sixty-five (365) days, who meet the current classification criteria, listed in 2.C and 2.D, for being housed in the Del Norte's Medium Security Jail Facility; such criteria may be amended from time to time by providing written notice of such amendment(s) to the other party.
- C. Send only sentenced inmates who fall within the category of non-violent, non-serious, and non-sex offenders. These inmates will be sentenced misdemeanants or low level felons, e.g., petty theft with prior or minor crimes against property, for housing in Del Norte's jail. Inmates must have a low to no escape risk pattern in their record.
- D. Send only healthy inmates and shall, as required by Title 15, Section 1206, Shasta will send a summary of pertinent individualized medical/mental health information with the inmate for delivery to Del Norte's Jail Medical Services. Del Norte will not accept any inmates with any significant medical or mental health issues and if a medical or mental health issue develops that in the sole discretion of Del Norte requires the inmate to be returned to Shasta, the Shasta County Sheriff's Office will pick up the inmate for return to Shasta as soon as possible, but in no event later than twenty-four (24) hours after request by phone and/or email from Del Norte.
- E. Agree that it is responsible for all major medical/mental health expenses for Shasta inmates. In addition to paying Del Norte the daily rate of \$77.00 per inmate per day as set forth in **Section 3.A** below, Shasta will pay Del Norte an additional \$3.00 per day per inmate to cover the cost of routine medical care and medications as set forth in **Section 3.B**. If medications are prescribed for the Shasta inmate, Shasta will deliver with the inmate a 10-day supply of all of the inmate's prescribed medications. After that, Del Norte will supply medications, which will be administered by Del Norte's Jail Medical Services staff according to Del Norte's Jail Medical Services policies and procedures. Shasta will reimburse Del Norte 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 the inmate while in custody of Del Norte. Shasta shall initiate and process all Medi-Cal or insurance billing, if applicable. Del Norte shall have no responsibility for Medi-Cal or insurance billing and processing.
- F. Notify by phone and/or email to Del Norte as soon as possible, but in no event with less than twenty-four (24) hours' notice, when a confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and/or other appointments, as necessary. Such notification will include inmate and Shasta escort(s) name, expected arrival time, and expected return time and mode of travel.
- G. Complete at Shasta's sole expense any and all transporting required for Shasta inmates and notify Del Norte by phone and/or email of pending transfers or when an inmate no longer requires incarceration in the Del Norte jail. Such notification will include inmate and Shasta escort(s) name, expected arrival time and mode of travel.

- H. Make weekly contact by phone and/or email with Del Norte's Jail Supervisor while Shasta inmates are incarcerated in Del Norte's jail or more often as the situation dictates regarding Shasta inmate(s) health, welfare, and discipline.
- I. Agree that Shasta inmate(s) confined in Del Norte's jail are subject to the rules and directives of the Del Norte jail, including rules on disciplines and grievances.

### **Section 3.     COMPENSATION.**

- A. Del Norte shall be paid at a rate of \$77.00 per day per inmate for the services described in this agreement.
- B. Shasta shall pay Del Norte an additional \$3.00 per day per inmate to cover the cost of routine medical care and medications.
- C. A day shall be defined as beginning at 0001 hours and ending at 2400 hours (midnight) or any portion thereof. This compensation as set forth in **Sections 3.A. and 3.B.** shall cover all expenses of Shasta incidental to this agreement and subsequent confinement of inmates in Del Norte's jail. Health, comfort, and personal items may be purchased by an inmate(s) while in Del Norte jail and such purchases are the inmate(s) sole expense and not expenses of Shasta.
- D. Shasta shall pay to Del Norte a maximum of \$400,000.00 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$400,000.00 during the initial term and any automatic extensions.
- E. Del Norte's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

### **Section 4.     BILLING AND PAYMENT.**

Del Norte shall submit to Shasta within five days after completion of the services prescribed in **Section 1**, an itemized statement or invoice of services rendered. Shasta shall make payment within 30 days of receipt of Del Norte's correct and approved statement or invoice.

### **Section 5.     TERM OF AGREEMENT.**

The initial term of this agreement shall be for two years beginning September 9, 2016 and shall end September 8, 2018. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term.

Notwithstanding the foregoing, Shasta shall not be obligated for payments hereunder for any future county fiscal year unless or until Shasta's Board of Supervisors appropriates funds for this agreement in Shasta's budget for that county fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last county fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the county fiscal year commences on July 1 and ends on June 30 of the following year. Shasta shall notify Del Norte in writing of such non-appropriation at the earliest possible date.

**Section 6.     TERMINATION OF AGREEMENT.**

- A.     If either party materially fails to perform that party's responsibilities under this agreement to the satisfaction of the other party, or if a party fails to fulfill in a timely and professional manner that party's responsibilities under this agreement, or if any party violates any of the terms or provisions of this agreement, then the other party shall have the right to terminate this agreement for cause effective immediately upon the other party giving written notice thereof to the party. If termination for cause is given by a party to the other party and it is later determined that the party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B.     Either party may terminate this agreement without cause on 30 days written notice to the other party.
- C.     Shasta may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D.     Shasta's right to terminate this agreement may be exercised by the Shasta County Sheriff.
- E.     Should this agreement be terminated, Del Norte shall promptly provide to Shasta any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Del Norte pursuant to this agreement.
- F.     If this agreement is terminated, Del Norte shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section     7.     ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A.     This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Del Norte shall be entitled to no other benefits other than those specified herein. Del Norte specifically acknowledges that in entering into and executing this agreement, Del Norte relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Del Norte and the Shasta County Sheriff, provided that the amendment is in substantially the same format as the Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Del Norte, Del Norte may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of Shasta. The waiver by Shasta of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF DEL NORTE.**

Del Norte shall, during the entire term of this agreement, be construed to be an independent contractor. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Shasta to exercise discretion or control over the professional manner in which Del Norte performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Del Norte shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Shasta is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Del Norte shall not be eligible for coverage under Shasta's workers' compensation insurance plan nor shall Del Norte be eligible for any other Shasta benefit.

**Section 10. INDEMNIFICATION.**

Shasta County shall defend, indemnify, and hold Del Norte County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind of 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, Del Norte 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 Del Norte County, Shasta County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Del Norte County, its officer and employees, or as expressly prescribed by statute. This duty of Shasta County to indemnify and save Del Norte County harmless included the duties to defend set forth in California Civil Code Section 2778.

Del Norte 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 of 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, Del Norte 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 Del Norte County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of Shasta County, Del Norte County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Shasta County, its officer and employees, or as expressly prescribed by statute. This duty of Del Norte County to indemnify and save Shasta County harmless included the duties to defend set forth in California Civil Code Section 2778.

#### **Section 11. INSURANCE COVERAGE.**

Shasta and Del Norte shall each maintain and keep in force at their sole cost and expense during the term of this MOU, the following insurance programs of self-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 California, and Employers 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 a 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 MOU and ending on the date that is two (2) years beyond the final date that this MOU is effective, including any extensions or renewals of this MOU. Such insurance must satisfy the liability limit requirement of this Section.

The Shasta County Sheriff's office will not use subcontractors to carry out any of its duties under this MOU and therefore will not be required to maintain the insurance coverage specified in this section for subcontractors. Del Norte shall cause all of its subcontractors to maintain the insurance coverage specified in the section and name the Del Norte as an additional insured on all such coverage.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Del Norte or if any lawsuit is instituted concerning Del Norte's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Shasta, Del Norte shall give prompt and timely notice thereof to Shasta. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. The Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. The Parties shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Del Norte represents that Del Norte is in compliance with and agrees that Del Norte shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Del Norte under this agreement shall be used by Del Norte for sectarian worship, instruction, or proselytization. No funds or compensation received by Del Norte under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

Shasta County, federal, and state officials shall have access to any books, documents, papers, and records of Del Norte that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Del Norte or Shasta. Except where longer retention is required by federal or state law, Del Norte shall maintain all records for five years after Shasta makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Del Norte shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Del Norte shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to Shasta during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by Shasta, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

Del Norte agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Shasta County audit directly related to the provisions of this agreement. Del Norte agrees to repay Shasta the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Del Norte agrees that Shasta may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Del Norte.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Del Norte's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Del Norte's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Del Norte's failure to cure such default within 90 days of notice by Shasta shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Del Norte, and Del Norte's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by Shasta. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by Shasta.

**Section 17. PERFORMANCE STANDARDS.**



Del Norte shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Del Norte's work or services.

**Section 18. CONFLICTS OF INTEREST.**

Del Norte and Del Norte's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

- A. Except as provided in **Section 6.C.** of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to Shasta: Tom Bosenko  
Shasta County Sheriff's Office  
300 Park Marina Circle  
Redding, CA 96001  
Phone: 530-245-6165  
Fax: 530-245-6173

If to Del Norte: Erik Apperson or Bill Steven  
Del Norte County Sheriff's Office  
650 Fifth Street  
Crescent City, CA 95531  
Phone: (707) 464-4191  
Fax: (707) 464-6527

- B. Any oral notice authorized by this agreement shall be given to the persons specified in **Section 19.A.** and shall be deemed to be effective immediately.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Del Norte shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with Shasta County's Conflict of Interest Code, with regard to any obligation on the part of Del Norte to disclose financial interests and to recuse from influencing any Shasta County decision which may affect Del Norte's financial interests. If required by the Shasta County Conflict of Interest Code, Del Norte shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or Shasta County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 23. CONFIDENTIALITY.**

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 24. CONFIDENTIALITY OF CLIENT INFORMATION.**

Del Norte shall comply with, and require all of Del Norte's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 25. USE OF SHASTA PROPERTY.**

Del Norte shall not use Shasta premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Del Norte's obligations under this agreement.

IN WITNESS WHEREOF, Shasta and Del Norte have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**


Date: \_\_\_\_\_

\_\_\_\_\_, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

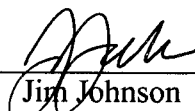
ATTEST:  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

 01/23/17  
By: Adam Pressman  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  01/23/17  
Jim Johnson  
Risk Management Analyst II

**COUNTY OF DEL NORTE**

Date: \_\_\_\_\_

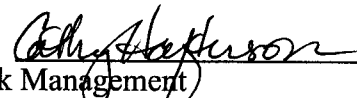
By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erik Apperson, Sheriff  
Tax I.D.#: On File

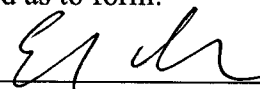
**RISK MANAGEMENT APPROVAL**

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Risk Management

Approved as to form:

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Elizabeth Cable, County Counsel