

**AGREEMENT  
FOR THE CONFINEMENT OF SHASTA COUNTY INMATES AT THE  
CALAVERAS COUNTY JAIL**

This Agreement is entered into as of the date last signed below between the County of Shasta ("SHASTA") and the County of Calaveras ("CALAVERAS") (collectively, "the PARTIES").

**RECITALS**

1. SHASTA desires to obtain additional confinement space to incarcerate inmates serving sentences of seven (7) days or longer in the SHASTA County Jail.
2. The CALAVERAS Jail has the capacity and ability to house such inmates and has sufficient staff supervision available for this purpose.
3. The CALAVERAS Jail is governed by a facility lease between the State Public Works Board of the State of California (the "Board") and the California Department of Corrections and Rehabilitation (the "Department") dated October 1, 2013 (the "Facility Lease") and a sublease between the Department and CALAVERAS (the "Sublease").

THE PARTIES AGREE AS FOLLOWS:

**1. Term and Termination:**

This Agreement shall commence as of the date it has been signed by all PARTIES and shall end June 30, 2025 unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement upon thirty (30) days' advance written notice.

**2. Responsibilities of the Parties:**

**A. SHASTA**

(1) SHASTA, through its Sheriff's Office and Jail, will notify the CALAVERAS Jail, by phone at 209-754-6499, when SHASTA is ready to transport an inmate to the CALAVERAS 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 Jail, and the estimated inmate time of arrival. The CALAVERAS Jail must approve acceptance of the inmate in advance before SHASTA initiates a transfer. Upon arrival, SHASTA will provide its calculated sentencing booking sheet for the inmate.

(2) SHASTA will only send inmates to CALAVERAS with sentences, or remaining sentence time, of seven (7) days or more. If the remaining sentence of

the SHASTA inmate exceeds the length remaining in this Agreement, the SHASTA inmate will remain in the Calaveras County Jail at the previously agreed upon daily rate pending the renewal of the contract. SHASTA will only send inmates who meet current classification criteria for being housed in the CALAVERAS Jail.

(3) SHASTA will only send inmates to CALAVERAS who can be housed under a general population medium classification, as defined by CALAVERAS Sheriff Classification polices. Additionally, delivered inmates must have a low to no escape risk, or pattern in their record.

(4) SHASTA agrees that inmates housed under this Agreement by the Calaveras County Jail will be subject to the Calaveras County Jail Inmate Rules, as outlined in the inmate rule book, which is provided upon inmate booking in the Calaveras County Jail.

(5) SHASTA agrees that inmates housed under this Agreement by the Calaveras County Jail may be subject to the Calaveras County Jail inmate worker program and will earn additional time off credits per Penal Code 4019.1.

(6) SHASTA will only send CALAVERAS inmates that the Calaveras County Jail supervisory and medical staff has previously pre-screened and approved for intake. The CALAVERAS Jail will not accept inmates who have pre-existing significant or infectious health issues. As required by Title 15, Section 1206 of the California Code of Regulations, SHASTA will send a summary of pertinent individualized medical information with each inmate for delivery to CALAVERAS Jail Medical Services. If an accepted SHASTA inmate develops a health issue, CALAVERAS, in its sole discretion, may require the return of the inmate to the SHASTA Jail. If CALAVERAS requires the return of an inmate, SHASTA COUNTY will pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after CALAVERAS's request by phone or email, and return the inmate to the SHASTA Jail.

(7) SHASTA agrees that, in addition to compensating CALAVERAS the daily bed rate as set forth in Section 3 of this Agreement, it is responsible for all medical costs resulting from medical/surgical inpatient care, emergency room visits, or acute hospital services when those costs are more than medical costs covered under CALAVERAS' agreement with Wellpath/California Forensic Medical Group (CFMG), the contracted medical provider for the CALAVERAS Jail. If medications are prescribed for a SHASTA inmate, SHASTA will deliver, with the inmate, a 10-day supply of all the inmate's prescribed medications. After that, CALAVERAS will supply medications, which will be administered by

CALAVERAS Jail Medical Services staff according to CALAVERAS Jail Medical Services policies and procedures. SHASTA will reimburse CALAVERAS 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 a SHASTA inmate while in CALAVERAS Jail's custody. SHASTA shall initiate and process all Medi-Cal or insurance billing, if applicable. CALAVERAS shall have no responsibility for Medi-Cal or insurance billing and processing. SHASTA is responsible for all County costs for prescription medications which are in excess of the medical costs covered by CFMG.

(8) CALAVERAS reserves the right, in its sole discretion, to return any inmate to SHASTA Jail for any reason. The same procedure and process for the return of inmates referenced in Section 2(A)(6) (return of inmates with health issues) shall be used for the return of inmates under this Section.

(9) SHASTA will notify the CALAVERAS Jail by phone and/or email as soon as possible, but in no event less than twenty-four (24) hours before a confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names and expected arrival and return times.

(10) SHASTA will complete, at SHASTA's sole expense, all transportation required for SHASTA inmates. SHASTA will notify the CALAVERAS Jail by phone and or email of pending transfers, or when an inmate no longer requires incarceration in the CALAVERAS Jail. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.

(11) SHASTA will make weekly contact by phone and/or email with the CALAVERAS Jail Supervisor while SHASTA inmates are incarcerated in the CALAVERAS Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.

(12) SHASTA agrees that it will be financially responsible for the repair or replacement of any items or property which is intentionally destroyed or damaged by SHASTA inmates.

**B. CALAVERAS:**

(1) CALAVERAS, in its sole discretion, will incarcerate SHASTA inmates upon request by phone and/or email of the SHASTA Sheriff's Office staff when this confinement does not conflict with space availability or other restrictions listed in section 2.A.

(2) CALAVERAS will ensure emergency medical care is provided to inmates, and will notify SHASTA Jail Corrections staff by phone when emergency and/or non-emergency medical treatment is 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 of the facility.

(3) CALAVERAS, upon written request of SHASTA Jail Corrections staff, will release inmates to SHASTA when they no longer require incarceration in the correctional facility.

(4) CALAVERAS will provide the SHASTA Jail Corrections staff with a copy of the booking sheet for all inmate(s) from the SHASTA Jail, upon request by phone or email.

(5) CALAVERAS Jail personnel/administrator will afford SHASTA inmates the same legal rights and privileges as afforded to all other confined inmates.

**3. Compensation:**

A. SHASTA shall pay CALAVERAS for confinement of inmates in the CALAVERAS Jail pursuant to this Agreement at the daily rate of eighty-five dollars and no cents (\$85.00) per inmate. The daily rate does not include medical costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare, or transportation costs.

B. CALAVERAS will provide a monthly invoice to SHASTA for the daily costs of confinement per section 3. A., for emergency medical expenses as set forth in section 2.A.(7), and for any transportation costs incurred by CALAVERAS. SHASTA shall pay all amounts due within thirty (30) days of receipt of invoice. CALAVERAS will not bill for costs related to Jail Medical Services staff time.

C. A day shall be defined as beginning at 0001 and ending at 2400 (midnight), or any portion thereof.

**4. Indemnity:**

SHASTA shall defend, indemnify, and hold CALAVERAS harmless against and from all claims, suits, losses, damages and liability 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, CALAVERAS 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's services, operations, or performance under this Agreement, regardless of the existence, or degree of fault, or negligence on the part of CALAVERAS, SHASTA, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of CALAVERAS, its officers and employees, or as expressly prescribed by statute. SHASTA's duty to indemnify and save CALAVERAS harmless includes the duty to defend set forth in California Civil Code section 2778.

CALAVERAS shall defend, indemnify, and hold SHASTA harmless against and from all claims, suits, losses, damages, and liability 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, SHASTA 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 CALAVERAS's services, operations, or performance under this Agreement, regardless of the existence or degree of fault or negligence on the part of SHASTA, CALAVERAS, or their respective subcontractor(s) and employee(s), except for the sole, or active negligence of SHASTA, its officers and employees, or as expressly prescribed by statute. CALAVERAS's duty to indemnify and save SHASTA harmless includes the duty to defend set forth in California Civil Code section 2778.

#### **5. Insurance:**

SHASTA and CALAVERAS shall each maintain, and keep in force, at their sole cost, and expense during the term of this Agreement, the following insurance:

- A. Evidence of insurance or self-insurance for purposes of liability, auto, and workman's comp coverage up to \$100,000 with excess coverage provided under terms of each county's agreement with the insurance provider or Public Risk Innovation, Solutions, and Management (PRISM).

Each party shall provide a certificate of insurance, or 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 Agreement and ending on the date that is two (2) years beyond the final date that this Agreement is effective, including any extensions or renewals of this Agreement. Such insurance must satisfy the liability limit requirement of this Section.

SHASTA will not use subcontractors to carry out any of its duties under this Agreement, so it will not be required to maintain the insurance coverage specified in this section for subcontractors. CALAVERAS shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name CALAVERAS as an additional insured on all such coverage.

**6. Miscellaneous Provisions:**

A. This Agreement may be amended only in writing signed by both parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

B. This Agreement represents the final agreement between the parties regarding housing of SHASTA inmates at the CALAVERAS County jail. This Agreement supersedes all prior oral and written agreements.

C. The following audit requirements apply from the effective date of this Agreement until three years after SHASTA's final payment under this Agreement:

(1) SHASTA shall allow CALAVERAS's authorized representatives to inspect, audit, and copy SHASTA's records as needed to evaluate and verify any invoices, payments, and claims that SHASTA submits to CALAVERAS or that any payee of SHASTA submits to CALAVERAS in connection with this Agreement. 'Records' include but are not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

(2) CALAVERAS and SHASTA shall be subject to the examination and audit of the State Auditor, at the request of CALAVERAS or as part of any audit of CALAVERAS. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including but not limited to administration costs.

D. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

E. Any notice required to be given by this Agreement shall be given to each party's Jail Commander: for CALAVERAS at 209-754-6499 and SHASTA at 530-245-6120.

F. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require subsequent performance of that term or condition.

G. Both SHASTA and CALAVERAS agree that their respective Jails are compliant with the Prison Rape Elimination Act (PREA).

H. Notwithstanding anything in this agreement: the parties agree that this agreement in all respects is (i) subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2013 Series F (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Calaveras and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (ii) subject to review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and (iii) shall be terminable by Calaveras County, the Placing County, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

I. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

**IN WITNESS THEREOF**, this Agreement has been executed by and on behalf of the parties hereto on the day and year below.

DocuSigned by:

*Brian Jackson, Undersheriff - Acting Sheriff*

Date: 09/01/2022 | 2:01 PM PDT

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MICHAEL L. JOHNSON, SHERIFF-CORONER  
SHASTA COUNTY SHERIFF'S OFFICE

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

LES BAUGH, BOARD CHAIR  
SHASTA COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

SHASTA COUNTY  
RISK MANAGEMENT APPROVAL

DocuSigned by:

*Adam Pressman*

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ADAM PRESSMAN  
SENIOR DEPUTY COUNTY COUNSEL

DocuSigned by:

*Shelley Forbes for*

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JAMES JOHNSON  
RISK MANAGEMENT ANALYST III

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

RICK DIBASILIO, SHERIFF  
CALAVERAS COUNTY SHERIFF'S OFFICE

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

AMANDA FOLENDORF, BOARD CHAIR  
CALAVERAS COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM  
CALAVERAS COUNTY COUNSEL

\_\_\_\_\_  
CALAVERAS COUNTY COUNSEL

CONSENTED TO (Pursuant to a Facility Sublease Dated October 1, 2013 between the Department of Corrections and Rehabilitation of the State of California and the County of Calaveras and the County certificate to the Tax Certification referenced therein).

CONSENT AND APPROVAL  
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By \_\_\_\_\_  
Koreen H. van Ravenhorst, Deputy Director      Date

DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA

By \_\_\_\_\_  
Chris Lief, Deputy Director      Date