

**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, a political subdivision of the State of California ("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 County 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. Shasta will be notified if any circumstance arises.
- 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.
- G. Del Norte will not release any Shasta County inmate, under any circumstance, without prior approval from Shasta.

**Section 2. RESPONSIBILITIES OF SHASTA**

Pursuant to the terms and conditions of this agreement, 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 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 County 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 commence as of the last date it has been signed by all Parties and end February 28, 2020. The term of this agreement shall be automatically

renewed for two additional one-year terms 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 Shasta fiscal year unless or until Shasta's Board of Supervisors appropriates funds for this agreement in Shasta's budget for that Shasta 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 Shasta fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the Shasta 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 Party fails to fulfill in a timely and professional manner Party's responsibilities under this agreement, or if Del Norte violates any of the terms or provisions of this agreement, then Shasta shall have the right to terminate this agreement for cause effective immediately upon the Shasta giving written notice thereof to Del Norte. If termination for cause is given by Shasta to Del Norte and it is later determined that Del Norte 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 or his/her designee, County Executive Officer, or by the Shasta County Board of Supervisors.
- 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, including retroactive, 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 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. INDEMNIFICATION.**

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of the agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, subcontractors, or volunteers.

**Section 10. INSURANCE COVERAGE.**

Shasta and Del Norte shall each maintain and keep in force at their sole cost and expense during the term of this agreement, 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.
- E. 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 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.

**Section 11. 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 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. The Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders 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.
- E. In addition to any other provisions of this agreement, Del Norte shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Del Norte's noncompliance with the provisions of this section.

**Section 13. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. Shasta, 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.
- B. 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.
- C. Del Norte agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Shasta 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 14. 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 15. 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 Shasta 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 16. 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 17. 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 18. 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:

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



If to Del Norte:

Sheriff  
Del Norte Shasta 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.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the Shasta as provided for in this agreement may be executed and/or exercised by the Shasta Executive Officer.

**Section 19. 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 20. 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 the Shasta'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 decision which may affect Del Norte's financial interests. If required by the Shasta's Conflict of Interest Code, Del Norte shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 21. 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 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 22 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 23. 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.

SIGNATURE PAGE FOLLOWS

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: \_\_\_\_\_

\_\_\_\_\_  
Les Baugh, Board of Supervisors  
County of Shasta, State of California

ATTEST:

RISK MANAGEMENT APPROVAL

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

By: 12/27/17  
James Johnson  
Risk Management Analyst III

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

12/27/17  
By: Adam Pressman  
Senior Deputy County Counsel

**COUNTY OF DEL NORTE**

Date: 01/09/18

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

Date: 01/18/18

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

RISK MANAGEMENT APPROVAL

By: \_\_\_\_\_  
Cathy Hafterson, Risk Management

Approved as to form:

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

ATTEST: I hereby certify that according to the provisions of Government Code Section 25103, Delivery of this document has been made.

By: \_\_\_\_\_  
Kylie Herford, Clerk of the Board