

SOLANO COUNTY AGREEMENT NO. _____
SONOMA COUNTY AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (Agreement) is made on May 24, 2016, SONOMA COUNTY, a political subdivision of the State of California, hereinafter referred to as "Sonoma," and SOLANO COUNTY, a political subdivision of the State of California, hereinafter referred to as "Solano."

RECITALS

WHEREAS, Sonoma has a need for Solano to provide Sonoma with Inmate Housing Services; and

WHEREAS, Solano has the expertise and capabilities necessary to provide housing and associated services for inmates sentenced to Sonoma's facility; and

WHEREAS, Solano agrees to house those inmates at Solano's Justice Center Detention Facility and the Claybank Detention Facility, hereinafter referred to as "the Facilities."

The parties agree to the following terms and conditions:

I. TERM OF AGREEMENT

The Agreement shall commence on May 24, 2016 and continue through May 31, 2018, unless terminated earlier in accordance with Paragraph III (Termination) except that the obligations of the parties under Paragraph XIX (Insurance and Indemnification) shall continue in full force and effect after the expiration date or date of termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. Furthermore, the obligations of Paragraph XVIII (Confidentiality) shall continue after the expiration or early termination.

II. DESCRIPTION OF SERVICES PROVIDED BY SOLANO

A. General Scope of Services: Solano shall provide for the care, confinement and security of up to 125 inmates previously in the care of Sonoma (referred to as "Sonoma Inmates") in accordance with all state and federal laws, standards, regulations, policies, procedures and court orders applicable to the Facilities.

B. Sonoma Inmates housed at Facilities remain under the legal custody of Sonoma, and physical custody of Solano.

C. Solano agrees to staff the Facilities to ensure Sonoma Inmates are supervised and provided inmate education and other program related services, but only to the extent and in the same manner as Solano inmates. Solano will transport Sonoma inmates as needed between the facilities under the control of Solano and to the emergency room for emergency medical care. In all other instances, Sonoma shall be responsible for transportation of Sonoma inmates housed pursuant to this Agreement, at Sonoma's sole expense.

D. Solano County is willing to house all classifications of inmates subject to a review of each inmate's history. Sonoma will select and assign inmates to Solano. Sonoma will, prior to assignment to the Facilities and at least forty-eight hours in advance, disclose complete inmate classification history, in-custody disciplinary history, proper detainer and medical records to Solano. Solano shall have the right to determine the appropriate classification of all inmates housed in Solano facilities, including Sonoma inmates.

E. Solano retains the right to refuse to house any individual inmates for any reason. Solano retains the right to determine refusals of such inmates at the time of assignment or at any point during a Sonoma inmate's incarceration at the facilities.

F. Solano is obligated to adopt and comply with the Prison Rape Elimination Act (PREA) standards and make information available to Sonoma, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28 CFR § 115.401 requires Solano County jail facilities to engage in a PREA audit at least once during a three-year period starting with the Audit cycle to begin August 20, 2016. Solano has implemented the PREA as outlined in General Order # 5.041 and is actively working toward full compliance, Audit and Certification by the mandated Audit cycle ending in August 2019. Solano will make available to Sonoma the PREA auditor's final report after completion of an audit. Until the first audit report becomes available, Solano shall demonstrate its PREA compliance to Sonoma by furnishing a copy of its PREA policy.

III. TERMINATION OF AGREEMENT

Solano or Sonoma may terminate this Agreement at any time for any reason prior to the expiration date of the Agreement upon thirty (30) days written notice, or earlier upon written mutual agreement. Sonoma shall pay for all costs up to and until the time of termination. Sonoma agrees to relocate all Sonoma Inmates to non-Solano County facilities by 5:00 p.m. on the effective date of termination.

IV. COMPENSATION

A. Per Diems Rates. The following rates will be applied to each Sonoma Inmate held in custody. Sonoma agrees to pay Solano in accordance with the policies and procedures established by the Solano Board of Supervisors or the Sheriff:

<u>Contracted Inmates</u>	<u>Bed Rate</u>
1 to 25	\$128
26 to 39	\$108
40 to 125	\$88

B. Inmate Transfers. Sonoma agrees to be responsible for the transportation of all inmates to and from Solano. In the event Sonoma requests Solano's assistance with transfers, Sonoma must provide written requests to Solano at least 24-hours in advance. Solano will attempt

to provide assistance as feasible. Solano will not conduct transfers after 5:00 p.m., Monday through Friday, and weekends. The following rates will be applied to each transfer conducted.

Transport by Van

(2) Deputies = \$180 per hour
Van: \$27 per transport
Mileage/Fuel: \$.68 per mile

Transport by Bus

(2) Deputies = \$180 per hour
Bus: \$65 per transport
Mileage/Fuel: \$.86 per mile

C. Budget and Bed Planning Purposes.

(1) Capacity for additional inmates is subject to adequate staffing by Solano and bed availability. Accordingly, Sonoma agrees to provide Solano a minimum of 30 days advance notice of any expected increase or decrease in the amount of 25 or more inmates, to allow Solano to make the necessary staffing adjustments, unless notice is not feasible, in which case, Sonoma will endeavor to provide as much advance notice is feasible and Solano's obligation to accept inmates is subject to adequate staffing and bed availability. Estimates provided by Sonoma are based on pre-screening estimates.

(2) In addition, Sonoma shall notify Solano, at a minimum on a quarterly basis, of the estimate number of beds Sonoma anticipates to use during the subsequent fiscal quarter.

D. Annual Fiscal Year Rate Increases. Effective July 1, 2017, and each year thereafter, the per diem rate paid by Sonoma shall be in the amount set forth in (A), increased by an amount equal to the Cost of Living Adjustments offered to the Solano Sheriff's Custody Association and the Teamsters Local 856 labor associations provided that increase is no greater than 3%. Any adjustments will be memorialized in an amendment and set forth in section A above.

E. Method of Payment. Solano shall submit to Sonoma an itemized invoice that details the number of Sonoma Inmates held in custody during the prior calendar month based on the actual population of Sonoma Inmates housed each day, within thirty (30) days after the close of each monthly period. Sonoma shall pay Solano within thirty (30) days of receipt of the invoice.

V. MEDICAL CARE

A. In General. Solano shall provide Sonoma Inmates with the full range of medical care available inside the Facilities. The level of care inside the Facilities will be the same as that provided to Solano inmates residing within the Facilities. This medical care includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter prescriptions and, any prescription medications routinely stocked by the Facilities and provided to Sonoma Inmates. The cost of all of the above- referenced medical care is covered by the daily medical rate paid by Sonoma.

However, if any medical equipment (e.g. dialysis) or life-saving medical procedure not provided by CFMG within the Facilities, as determined by Solano and CFMG, Sonoma will pay for the cost of that service, which shall be included in the monthly invoice described in Paragraph IV.D.

B. Record Keeping. Solano is responsible for all associated medical record keeping and agrees to comply with all federal, state and local laws and regulations applicable to services under this Agreement.

C. Medical Screening. All Sonoma Inmates will have been screened for TB and other highly communicable diseases prior to transfer and acceptance into the Facilities, and documentation will be provided to Solano. Solano will conduct appropriate reassessments at the six month period of incarceration and continued annually thereafter. Solano will notify Sonoma of any cases of suspected or active TB or any other highly communicable disease that might affect prior transports or future scheduled transports so that protective measures may be taken by Sonoma.

D. Outside Medical Care. "Outside medical care" is defined as the hospitalization or referral of an inmate to a hospital or medical provider for services not provided within the Facilities.

(1) All outside medical care provided to Sonoma Inmates must be timely and pre-approved by CFMG, except in the event of an emergency. In the event of an emergency, Solano and CFMG will proceed immediately with necessary medical treatment. In such an event, Solano will notify Sonoma no later than 5 p.m. on the next business day regarding the nature of Sonoma Inmate's illness or injury as well as the types of treatment provided. If Sonoma's inmate is admitted for hospitalization, Sonoma agrees to assume custody and control of the hospitalized inmate within twenty-four (24) hours of admission notification.

(2) Costs related to Sonoma Inmates requiring medical treatment from an offsite medical provider will be paid for by Sonoma. Sonoma shall be responsible for any costs of hospitalizations pursuant to court orders under California Penal Code sections 4011 and 4011.5 inmate hospitalizations.

E. Co-Payments. Sonoma Inmates residing at the Facilities will be charged a \$3.00 medical co-payment by Solano for all inmate initiated sick-call requests excluding mental health requests. The charge will be made against the Sonoma inmate's commissary account; however, medical provider initiated visits and inmates determined to be indigent will not be charged a co-payment.

F. Sonoma shall be responsible for transportation costs of Sonoma inmates housed pursuant to this Agreement, at Sonoma's sole expense, to any specialty care appointments within Solano, if applicable.

G. In the event that a Sonoma inmate requires an acute hospitalization or is determined to be 5150, Sonoma will remove and transport the inmate to Sonoma County.

VI. CAPACITY RELEASE

Solano shall not be restricted in releasing Sonoma inmates pursuant to the capacity release policies set by Solano. Solano will give reasonable notice to Sonoma of impending capacity limits that would impact the ability to house Sonoma inmates. Sonoma shall transport all inmates scheduled for capacity release from Solano to Sonoma's jail or to another appropriate facility to serve the remainder of their sentence.

VII. ESCAPE

Solano shall notify Sonoma as soon as reasonably possible if Sonoma inmate escapes Solano custody. Solano shall use all reasonable efforts to pursue and regain custody of escaped Sonoma inmate(s), and shall assume all costs connected with the recapture of the Sonoma inmate.

VIII. DEATH

Solano shall notify the Contactor as soon as reasonably possible if a Sonoma inmate dies in Solano custody. Solano shall assume custody of the Sonoma inmate's body. Unless another agency becomes responsible for investigation, Solano shall investigate and shall provide Sonoma with a report of its investigation. Sonoma may participate in the investigation. If another agency becomes responsible for investigation, Solano shall liaison or otherwise facilitate Sonoma's communication with and receipt of reports from the other agency.

Sonoma shall provide Solano with written instructions regarding the disposition of the Sonoma inmate's body. Sonoma shall pay for all reasonable expenses for the preparation and shipment of the body. Sonoma may request in writing that Solano arrange for burial and all matters related or incidental thereto and Sonoma shall be responsible for all costs associated with this request. Except, Solano shall bear such expenses necessitated by improper conduct of Solano, or its officers or agents.

IX. RECEIVING AND DISCHARGING SONOMA INMATES

A. Except as otherwise provided for in this Agreement, Sonoma is responsible for the transportation of all inmates at Sonoma's sole expense, including required court appearances or other legally mandated transportation.

B. Solano agrees to accept inmates subject to Paragraph II.D and only upon presentation by an authorized employee or agent of Sonoma with proper credentials and proper documentation from a court committing the inmate to serve time in Sonoma's jail, receipt of inmate classification history, in-custody disciplinary history, proper detainer and medical records.

C. Solano agrees to release Sonoma Inmates solely to an authorized Sonoma employee or agent.

D. Sonoma shall provide Solano one check remitted on behalf of Sonoma Inmates for the balance of their commissary accounts. Sonoma shall issue one check with detailed backup with Sonoma Inmates' account balances, made out to County of Solano. Sonoma shall provide these checks to Solano for processing. Upon receipt of the checks, Solano shall deposit the funds in the Prisoners Trust Fund and set up individual inmate accounts for Sonoma Inmates within Solano's commissary accounting system (i.e., CORE). Should the Sonoma Inmate be returned to Sonoma, Solano shall issue a check for Sonoma Inmate's account balance, made out to Sonoma Inmate. Should Sonoma Inmate be released back into community, Solano shall issue and provide to Sonoma inmate a waiver explaining user fees associated with the issuance of a debit card and allowing Sonoma Inmate the ability to choose to have the funds released to them by check or debit card. Whether the funds are released via check or debit card the balance shall reflect the Sonoma Inmate's account balance at release.

E. Sonoma is responsible for computing and tracking all sentence time calculations, good time, court dates and release dates of Sonoma inmates.

X. TRANSPORT AND RELEASE

A. Sonoma agrees to be responsible for the transportation of all inmates to and from Solano.

B. If an inmate release should be required while the inmate is still housed at a Solano facility, Solano will make arrangements with Sonoma to facilitate the release from a Sonoma facility. Solano shall not release any Sonoma inmates except to an authorized Sonoma agent for transport to Sonoma unless required by law.

XI. INMATE DISCIPLINE

Sonoma Inmates assigned to the Solano Facilities will be required to follow all applicable Inmate Rules and Regulations established by Solano. The administration of discipline to Sonoma Inmates and any resultant appeals by Sonoma Inmates will be handled by Solano staff consistent with the provisions in place for Solano inmates. Sonoma inmate(s) whose behavior proves to be unmanageable, as determined by Solano in its sole discretion shall be removed by Sonoma within three business days upon the telephonic and/or email request of the Facilities' Commander. If Sonoma fails to transport such inmate within three business days, Sonoma shall pay Solano to transport the inmate to Sonoma as set forth in Section IV above.

XII. SPECIAL NOTIFICATIONS

A. Solano shall immediately notify Sonoma of any activity by a Sonoma Inmate which would likely result in litigation or alleged criminal activity. Solano will notify Sonoma of any criminal proceedings in which a Sonoma Inmate is named as a suspect in Solano County which could adversely affect pending release or calculated release time keeping issues related to the inmate's release; however, Sonoma remains fiscally responsible for the inmate's confinement until the pending release date or the calculated release date on the original Sonoma Inmate sentence.

B. Notify the appropriate state agency when a Sonoma inmate is booked into a Solano adult detention facility for the purpose of identifying those receiving social security assistance and reviewing the propriety of continuing or suspending assistance while the person is confined. Contactor waives all rights associated with any incentive payments Solano receives from notification involving Sonoma inmates.

XIII. PUBLIC STATEMENTS

Sonoma may not make public statements related to Sonoma inmate's treatment or progress without first consulting with Solano. Solano shall initiate all press releases involving Sonoma inmates with Sonoma's concurrence.

XIV. AMENDMENT/MODIFICATION

Except as specifically provided in this Agreement, it may be modified or amended only in writing and with the prior written consent of both parties. Only Sonoma, in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Paragraph II (Description of Services Provided by Solano). Failure of Solano to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

XV. INTEGRATION OF CLAUSE

This Agreement contains the entire agreement between the parties with respect to the matters addressed in it and supersedes all prior agreements, written or oral, between the parties on such matters.

XVI. SEVERABILITY CLAUSE

Should any provision of this Agreement be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

XVII. DISPUTE RESOLUTION

A. As a condition precedent to Solano's or Sonoma's right to institute and pursue litigation or other legally available dispute resolution process, if any, Solano and Sonoma agree that all disputes and/or claims of Solano or Sonoma arising under or related to the Agreement shall be resolved at the lowest possible level by the respective staffs. If the respective staffs are unable to resolve the dispute, the Sheriff for Solano and the Sheriff for Sonoma shall meet and confer in order resolve the dispute. Solano or Sonoma's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

B. Pending the final resolution of any such disputes and/or claims, Solano and Sonoma agree to diligently proceed with the performance of the Agreement, including the providing of services. Solano or Sonoma's failure to diligently proceed shall constitute a material breach of the Agreement

C. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

D. The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California with venue residing in Solano County, California.

XVIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical and other data and information relating to Sonoma's or Solano's operation, which are designated confidential by Sonoma or Solano and made available to carry out this Agreement, or which become available to Solano or Sonoma in order to carry out this Agreement, shall be protected by Solano and Sonoma from unauthorized use and disclosure except as otherwise required by law.

B. Solano and Sonoma agree that all inmate/patient medical record information will be identified as confidential and shall be used only for the purposes contemplated under this Agreement.

C. Solano and Sonoma shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in Solano or Sonoma's possession that is independently developed by Solano or Sonoma outside the scope of the Agreement or is rightfully obtained from third parties.

XIX. INSURANCE AND INDEMNIFICATION

A. Workers' Compensation

Sonoma Inmates are held in the physical custody of Solano County and will be housed in Solano County's Claybank Detention Facility or Justice Center Detention Facility. Sonoma Inmates shall not work in any inmate work program while in the custody of Solano.

B. **Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) **General Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination of them, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than FIVE MILLION DOLLARS (\$5,000,000) combined single limit per occurrence with a TEN MILLION DOLLARS (\$10,000,000) aggregate.

C. Indemnification. To the full extent permitted by law, Solano and Sonoma shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

XX. NOTICES

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated below. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

To SOLANO:

SOLANO COUNTY
Thomas A. Ferrara, Sheriff-Coroner
530 Union Avenue, Suite 100
Fairfield, CA 94533
Attn: Administrative Division

To SONOMA:

SONOMA COUNTY
Steve Freitas, Sheriff-Coroner
2796 Ventura Avenue
Santa Rosa, CA 95403
Attn: Administrative Division

XXI. MISCELLANEOUS PROVISIONS

A. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sonoma and Solano acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Sonoma and Solano acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

B. **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

C. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

D. **Unforeseen Circumstances.** Solano is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Solano's reasonable control, provided Solano gives written notice to Sonoma of the cause of the delay within 10 days of the start of the delay.

E. **Merger.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

F. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

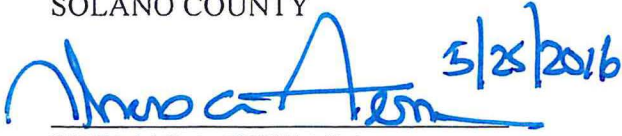
G. **Time of Essence.** Time is of the essence in all terms and conditions of this Agreement.

H. **Signatory.** By signing this Agreement, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

The parties have executed this Agreement as of the date first written above.

SOLANO COUNTY

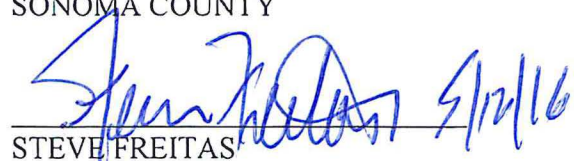
 5/28/2016

THOMAS A. FERRARA,
SHERIFF-CORONER

APPROVED AS TO FORM


SOLANO COUNTY COUNSEL

SONOMA COUNTY

 5/11/16

STEVE FREITAS
SHERIFF-CORONER

APPROVED AS TO FORM

 5-11-16
SONOMA COUNTY COUNSEL