

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

352



SUBMITTAL DATE:
6/10/15

FROM: Sheriff-Coroner-PA

SUBJECT: Approval of an Agreement Between Riverside and Imperial County to Allow the Confinement of Riverside County Inmates at the Imperial County Jail for up to 4 years. Districts All [\$4,232,613 – State AB 118 Local Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Agreement between Riverside and Imperial County to allow the confinement of Riverside County inmates at the Imperial County Jail.

BACKGROUND:

Summary

The Riverside County Sheriff's Department has been operating under a Federal Court Permanent Injunction Order since 1993. The order requires the Riverside County Sheriff's Department to release inmates once the jail system reaches maximum capacity. The Riverside County Sheriff's Department currently has a maximum inmate bed capacity of 3,914.

(Continued on Page 2)

 6/10/15

Stan Sniff
Sheriff-Coroner-PA
Jerry Gutierrez, Assistant Sheriff

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 1,058,153	\$ 4,232,613	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: State AB 118 Local Revenue 100%	Budget Adjustment: No
	For Fiscal Year: 14/15 – 18/19

C.E.O. RECOMMENDATION: APPROVE

BY: 
County Executive Office Signature Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL 6/10/15
BY: GREGORY P. PRIAMOS DATE

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER 6/17/15
BY: Susana Garcia-Bocanegra Concurrance

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

3-58

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of an Agreement Between Riverside and Imperial County to Allow the Confinement of Riverside County Inmates at the Imperial County Jail for up to 4 years. Districts All [\$4,232,613 – State AB 118 Local Revenue 100%]

DATE: 6/10/15

PAGE: 2 of 2 BR-15-079

BACKGROUND:

Summary (continued)

This bed capacity is significantly undersized when taking into account the overall size and continued population growth of Riverside County, and has led to the early release of thousands of inmates over the years.

The lack of jail bed capacity was exacerbated on October 1, 2011, with the start of AB 109 Realignment. AB 109 Realignment mandated that individuals sentenced to non-serious, non-violent or non-sex offenses serve their sentences in county jails instead of state prison. It also mandated that state prison inmates on parole for the same category of offenses serve their violation term in a county jail instead of being sent back to state prison. Following AB 109 Realignment, the inmate population rapidly increased such that the Riverside County Sheriff's Department was forced to start the early release of inmates in January 2012.

Prior to AB 109 Realignment and during the initial 19 year span of the Federal Court Order, the Riverside County Sheriff's Department was forced to release 24,236 inmates early due to lack of jail bed capacity. After AB 109 Realignment, the Department was forced to release an additional 28,742 inmates early in order to remain in compliance with the Federal Court Order. These additional releases surpassed the 19-year combined total by more than 4,000 additional releases in a 4-year time period.

California Penal Code § 4115.5 allows for local law enforcement jurisdictions to contract for inmate housing with other jurisdictions. The Riverside County Sheriff's Department communicated with numerous counties to see if they had available housing for Riverside County inmates. Imperial County has a limited ability to contract 25-35 inmate beds at a cost of \$82.83 per inmate per day. Although 25-35 inmate beds is not a great number, it will result in 25-35 less early releases. Contracting for inmate beds is not a long-term solution. It should be viewed purely as a temporary measure until adequate jail bed capacity can be achieved in Riverside County.

Impact on Residents and Businesses

While this measure is temporary and a partial solution, it will have a positive impact on the community because it will immediately reduce the amount of inmates the Riverside County Sheriff's Department is forced to release early in order to be in compliance with the 1993 Federal Court Order.

SUPPLEMENTAL:

Additional Fiscal Information

The contract between the County of Riverside and the County of Imperial is to contract for housing of 25-35 inmates. There is a cost of \$82.83 per inmate per day. The approximate cost would be of \$1,058,153 a year or \$4,232,613 over the four year contract. These funds have been approved under the current Realignment budget for fiscal year 14/15.

Attachments

Four original agreements for signature.

**AGREEMENT
FOR THE CONFINEMENT OF RIVERSIDE COUNTY INMATES AT THE
IMPERIAL COUNTY JAIL**

This Agreement is entered into as of the date last signed below between the County of Riverside (“RIVERSIDE”) and the County of Imperial (“IMPERIAL”) (collectively, “the PARTIES”).

RECITALS

WHEREAS, RIVERSIDE desires to obtain additional confinement space to incarcerate inmates serving sentences in the RIVERSIDE County Jail.

WHEREAS, the IMPERIAL Jail has the capacity and ability to house such inmates and has sufficient staff supervision available for this purpose.

WHEREAS, Penal Code Section 4115.5 authorizes inter-county agreements to house adult inmates in adjacent counties under specified circumstances.

WHEREAS, IMPERIAL agrees to house certain RIVERSIDE inmates in the IMPERIAL Jail so long as IMPERIAL in exchange for the consideration and terms and conditions set forth below.

THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Term and Termination:

- A. This Agreement shall become effective on the date of the final signature of the PARTIES and shall thereafter continue for an initial term of one (1) year from that date, with three (3) additional one (1) year periods available for renewal, unless terminated earlier pursuant to this Agreement. Except as otherwise provided below, this Agreement shall be automatically renewed for each additional one (1) year period at the level of service then currently in effect.
- B. Either party may terminate this Agreement upon thirty (30) days, advance written notice.

//
//
//
//
//

[Type here]

2. Responsibilities of the Parties:

A. RIVERSIDE

- (1) RIVERSIDE, through its Sheriff's Office and Jails, will notify the IMPERIAL Jail, by phone and or by email, when RIVERSIDE is ready to transport an inmate to the IMPERIAL Jail. Such notification will include the name of the inmate, the charge(s), the current classification level at RIVERSIDE Jail and the estimated inmate time of arrival. The IMPERIAL Jail must approve acceptance of the inmate at its Jail, in advance, before RIVERSIDE initiates transfer.
- (2) IMPERIAL retains the right to decline to accept specific individual inmates for any reason with or without cause.
- (3) Upon arrival, RIVERSIDE will provide its calculated sentencing booking sheet for the inmate.
- (4) RIVERSIDE will send sentenced inmates to IMPERIAL with no known pending court appearances
- (5) RIVERSIDE will send inmates to IMPERIAL who are low to medium security classification, as defined by IMPERIAL Sheriff Classification polices, male and female. Currently, inmates meeting this level are classified as levels 1-4 per RIVERSIDE classification system.
- (6) RIVERSIDE will complete, at RIVERSIDE's sole expense, all transportation required for RIVERSIDE inmates, excluding transportation for necessary medical care. RIVERSIDE will notify the IMPERIAL Jail by phone and/or email of pending transfers, or when an inmate no longer requires incarceration in the IMPERIAL Jail. Such notification will include inmate's name and expected arrival time.
- (7) RIVERSIDE will make weekly contact by phone and/or email with the IMPERIAL Jail Supervisor while RIVERSIDE inmates are incarcerated in the IMPERIAL Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.
- (8) RIVERSIDE agrees that inmates confined in the IMPERIAL Jail are subject to the rules or directives of the IMPERIAL Jail, including rules on disciplines and grievances.

//

//

[Type here]

B. IMPERIAL:

- (1) IMPERIAL shall provide for the care, confinement and security of RIVERSIDE inmates who are housed at IMPERIAL pursuant to this Agreement in accordance with all state laws, standards, regulations, policies, procedures and court orders applicable to the IMPERIAL County Jail.
- (2) RIVERSIDE inmates housed at IMPERIAL shall remain under the legal custody of RIVERSIDE, while in the physical custody of IMPERIAL.
- (3) IMPERIAL agrees to staff IMPERIAL Jails to ensure RIVERSIDE inmates are supervised and provided program services, but only to the extent and in the same manner currently provided to IMPERIAL county inmates.
- (4) The IMPERIAL Jail will not accept inmates with serious medical or mental health needs.
- (5) IMPERIAL shall provide at their costs all necessary medical care both on-site and off-site to RIVERSIDE inmates while in the custody of IMPERIAL. All medical care shall be provided in compliance with the requirements of Title 15 California Code of Regulations and as otherwise required by law.
- (6) IMPERIAL shall provide transportation to and from the medical or dental provider facility for all inmates requiring necessary medical care. IMPERIAL shall also provide supervision of the inmate while at the medical or dental provider facility for treatment. IMPERIAL shall provide supervision until such time as the inmate is transported back to their jail. In the event an inmate is admitted to a hospital for an extended period time or requires extensive medical treatment IMPERIAL will notify RIVERSIDE so RIVERSIDE can work toward assuming custody of the inmate. IMPERIAL will maintain care and custody of the inmate, until RIVERSIDE can assume custody of the inmate.
- (7) If, either upon arrival from RIVERSIDE or during incarceration, IMPERIAL medical staff determines that an inmate (1) is not in a sufficient medical condition to be, or remain to be, housed at their jail, or (2) has serious medical or mental health needs which cannot be accommodated at their jail, then said inmate shall be returned to RIVERSIDE.
- (8) IMPERIAL, in its sole discretion, will incarcerate RIVERSIDE inmates upon request by phone and / or email of the RIVERSIDE Sheriff's Department staff when this confinement does not conflict with space availability or other restrictions in section 2.

//
//

[Type here]

(9) Upon notification that IMPERIAL for any reason including medical no longer agrees to hold a particular inmate in its custody including those inmates receiving off-site medical care, RIVERSIDE shall within two business days take that particular inmate back into custody of RIVERSIDE.

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

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

(12) IMPERIAL Jail personnel/administrator shall afford RIVERSIDE inmates the same legal rights and privileges as they would with any other confined inmate.

3. Compensation:

A. RIVERSIDE shall pay IMPERIAL for confinement of inmates in the IMPERIAL Jail at the daily rate of \$82.83 per inmate. The daily rate includes necessary medical/dental costs and if necessary, the associated transportation costs for medical/dental treatment. The daily rate will be a fixed rate for one year. Thereafter, the parties may negotiate potential increases or decreases in the daily rate. Any change in the daily rate would be in the form of a written amendment to this MOU.

B. IMPERIAL shall provide a monthly invoice to RIVERSIDE for the daily costs of confinement per section 3. RIVERSIDE shall pay all amounts due within thirty (30) days of receipt of invoice.

C. For the purposes of this section, a day shall be defined as beginning at 00:01 hours and ending at 24:00 hours (midnight) or any portion thereof. This fee shall cover all expenses incidental to this agreement and subsequent confinement of inmates in IMPERIAL Jail except for the purchase of health, comfort and personal items (commissary). These items may be purchased at the inmate's expense.

//
//
//
//
//
//

[Type here]

4. Indemnity:

RIVERSIDE shall defend, indemnify, and hold IMPERIAL harmless against, and from all claims, suits, losses, damages and liability for damages 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, IMPERIAL 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 RIVERSIDE County's services, operations, or performance under this Agreement unless the same be caused by the sole or concurrent negligence or willful misconduct of IMPERIAL. RIVERSIDE's duty to indemnify and hold IMPERIAL harmless includes the duty to defend set forth in California Civil Code section 2778.

IMPERIAL shall defend, indemnify, and hold RIVERSIDE harmless against, and from all claims, suits, losses, damages, and liability for damages 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, RIVERSIDE inmates housed at IMPERIAL jails, RIVERSIDE 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 IMPERIAL's services, operations, or performance under this Agreement unless the same be caused by the sole or concurrent negligence or willful misconduct of RIVERSIDE. IMPERIAL's duty to indemnify and save RIVERSIDE harmless includes the duty to defend set forth in California Civil Code section 2778.

5. Insurance:

RIVERSIDE and IMPERIAL shall each maintain, and keep in force, at their sole cost and expense during the term of this Agreement insurance coverage and limits consistent with their operations and normal practice. At a minimum such coverage will include insurance or self-insurance in the types and limits as follows:

- A. General liability insurance in the amount of not less than \$1,000,000 per occurrence 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.

[Type here]

- 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 State of California, and Employer's Liability insurance with a limit of not less than \$1,000,000.

6. Miscellaneous Provisions:

- A. This Agreement may be amended only in writing signed by both parties.
- B. This Agreement represents the final agreement between the parties regarding housing of RIVERSIDE inmates at the IMPERIAL 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 RIVERSIDE's final payment under this Agreement:
 - (1) Each Party shall allow an authorized representative to inspect, audit, and copy either's records as needed to evaluate and verify any invoices, payments, and claims submitted or that any party 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) IMPERIAL and RIVERSIDE shall be subject to the examination and audit of the State Auditor, at the request of IMPERIAL or as part of any audit of IMPERIAL. 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. A copy of any notice required to be given by this Agreement shall be given to each PARTY's Project Director.
- 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.

[Type here]

7. PARTIES' PROJECT DIRECTORS AND MANAGERS:

A. RIVERSIDE'S PROJECT DIRECTOR:

RIVERSIDE's Project Director shall be the following person:

Chief Deputy Scot Collins
Riverside County Sheriff's Department
4095 Lemon Street
Riverside, Ca. 92501
Phone: 951-955-2466
Email: scollins@riversidesheriff.org

- (1) RIVERSIDE's Project Director will be responsible for ensuring the objectives of this Agreement are met in the areas relating to RIVERSIDE policy, information requirements, and procedural requirements.
- (2) RIVERSIDE shall notify IMPERIAL in writing of any change in the name or address of RIVERSIDE's Project Director listed above.

B. RIVERSIDE's Project Manager:

Captain Cheryl Evans

Riverside County Sheriff
1627 Hargrave Street building D
Banning, Ca. 92220
Phone: 951-922-7369
Email: caevans@riversiesheriff.org

- (1) RIVERSIDE's Project Manager will be responsible for meeting with IMPERIAL'S Project Manager on a regular basis and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of IMPERIAL.
- (2) RIVERSIDE shall notify IMPERIAL in writing of any change in the name or address of RIVERSIDE's Project Manager listed above.
- (3) RIVERSIDE's Project Manager, at his / her discretion, may designate in writing a person or person(s) which shall serve as the daily direct RIVERSIDE contact for various issues relating to this Agreement.

[Type here]

- (4) RIVERSIDE'S Project Manager shall provide IMPERIAL'S Project Manager with emergency contact information in the event of an emergency.

C. IMPERIAL'S PROJECT DIRECTOR:

Chief Deputy Jaime Clayton
328 Applestill Road
El Centro, Ca 92243
Phone: (760) 339-6300

- (1) JClayton@icso.org IMPERIAL'S Project Director will be responsible for IMPERIAL'S performance of all of Work and ensuring IMPERIAL'S compliance with this Agreement.
- (2) During the term of this Agreement, IMPERIAL'S Project Director will be available to meet and confer with RIVERSIDE'S Project Director, in person or by phone, to review project progress and discuss project coordination.
- (3) IMPERIAL shall notify RIVERSIDE in writing of any change in the name or address of IMPERIAL'S Project Director listed above.

D. IMPERIAL'S Project Manager:

IMPERIAL'S Project Manager shall be the following person:

Sgt. Richard Lopez
328 Applestill Road
El Centro, Ca 92243
(760) 339-6388 / (760) 604-1486
RLopez2@icso.org

- (1) IMPERIAL'S Project Manager will be responsible for meeting with RIVERSIDE'S Project Manager on a regular basis and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of IMPERIAL.
- (2) IMPERIAL shall notify RIVERSIDE in writing of any change in the name or address of IMPERIAL'S Project Manager listed above.

//

//

[Type here]

- (3) IMPERIAL’S Project Manager, at his / her discretion, may designate in writing a person or person(s) which shall serve as the daily direct IMPERIAL contact for various issues relating to this Agreement.

- (4) IMPERIAL’S Project Manager shall provide RIVERSIDE’S project Manager with emergency contact information in the event of an emergency.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

[Type here]

8. Notices

Except as otherwise required under this Agreement, notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to IMPERIAL SHERIFF:

Imperial County Sheriff's Office

328 Applestill Road

El Centro, CA 92243

If to RIVERSIDE SHERIFF:

Riverside County Sheriff

Sheriff's Administration

PO Box 512

Riverside, CA 92502

All invoices for RIVERSIDE under this Agreement shall be submitted in two (2) copies to the following address:

Essam Ali-Admin. Services Manager III

Riverside County Sheriff's Department

4095 Lemon Street

Riverside, Ca. 92501

951-955-2470

Email: eali@riversidesheriff.org

[Type here]

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



Date: 6/9/2015

STAN SNIFF, SHERIFF-CORONER
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

Date: _____

MARION ASHLEY, CHAIRMAN
RIVERSIDE COUNTY BOARD OF SUPERVISORS

ATTEST:

Date: _____

RIVERSIDE COUNTY CLERK OF THE BOARD

Date: _____

RAYMOND LOERA, SHERIFF-CORONER
IMPERIAL COUNTY SHERIFF'S DEPARTMENT

Date: _____

RYAN E. KELLEY, CHAIR
IMPERIAL COUNTY BOARD OF SUPERVISORS

ATTEST:

Date: _____


IMPERIAL COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM
IMPERIAL COUNTY COUNSEL

By _____

Date: _____

APPROVED AS TO FORM
RIVERSIDE COUNTY COUNSEL

By  _____

Date: 5/27/15