



AGREEMENT FOR HOUSING ADULT INCARCERATED SENTENCED PERSONS

Recitals

WHEREAS, the County of Solano operates three adult detention facilities and has the experience, capability, and available bed space necessary to provide housing and associated services; and

WHEREAS, the County of Shasta has need and the desire to transfer the physical custody of select, incarcerated sentenced persons to the County of Solano.

NOW, THEREFORE, the Counties of Solano and Shasta agree to enter into a custodial services agreement ("Agreement") to house Shasta incarcerated sentenced persons ("Agency Incarcerated Sentenced Persons") at Solano County's Justice Center Detention Facility and/or Solano County's Claybank Detention Facility ("JCDF", "CDF", together "the Facilities").

This Agreement is a plan of cooperation by and between two political subdivisions of the State of California, the County of Solano ("Solano"), on behalf of the Solano County Sheriff's Office ("Solano Sheriff"), and the County of Shasta ("Agency"), on behalf of the Agency Sheriff's Office. Solano, Solano Sheriff, and Agency may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

The Parties agree to the following terms and conditions:

1. TERM OF AGREEMENT

The Agreement shall commence on October 1, 2025, and continue through June 30, 2028, unless terminated earlier by either Party.

2. COMPENSATION

A. **Maximum Amount.** Maximum compensation shall not exceed \$400,000 during the term of this Agreement. Solano is not guaranteed to be paid the maximum compensation during the term of this Agreement, including any extension periods, as Shasta makes no specific guarantee of a minimum or maximum number of Incarcerated Sentenced persons and/or housing days required.

B. **Daily Bed Rate.** Solano's current daily bed rate is \$169.00. The cost of custody services expressed in this Agreement, including basic healthcare services is factored into the daily bed rate. Parties acknowledge that the daily bed rate differs from Solano's marginal cost rate as certain fixed costs factor into calculation.

The daily bed rate is firm for the period October 1, 2025 through June 30, 2026, and thereafter adjusted annually with an effective date of July 1 each subsequent year. Solano shall notify Agency of annual price adjustments by February 20 of each preceding year for budget purposes. Solano reserves the right to adjust the daily bed rate at any time throughout the Agreement if causes beyond Solano's control, including but not limited to, new or amended federal

or state laws or regulations change operations that result in significant higher costs. Solano shall provide Agency 30-day notice of any change in the daily bed rate.

C. Billing. Solano shall prepare a monthly invoice, in arrears, that reflects the number of days, daily bed rate, and extended charge. Solano will also provide a detailed list of Agency Incarcerated Sentenced Person's names and number of days housed, and total aggregate number of days housed which should agree to the number of days charge on invoice. For purposes of billing, any fraction of a day an Agency Incarcerated Sentenced Person is housed shall count as a full day. Solano shall submit invoice and supporting documentation to Agency by the fifteenth day of each subsequent month.

D. Payment. Upon receipt of a monthly invoice and approval by Agency, Agency shall pay Solano within 30 days of invoice receipt.

E. Dispute. Should Agency dispute invoice, Agency may notice Solano Sheriff by email of the dispute. Solano shall respond to the dispute within five business days. If Agency is still unsatisfied, Agency shall pay the disputed invoice in full, and the Parties shall work through the dispute resolution process pursuant to this Agreement.

3. CUSTODIAL CARE

A. General. Solano shall provide for the care, confinement, and security of Incarcerated Sentenced Persons received from Agency and placed under the physical custody of the Solano Sheriff in accordance with all applicable state and federal laws, regulations, and correctional facility standards, Solano Sheriff policies and procedures, and any applicable court orders related to the Agency Incarcerated Sentenced Person. During their time of placement, Agency Incarcerated Sentenced Persons shall be treated the same as Solano Incarcerated Persons. Agency Incarcerated Sentenced Persons housed in Solano Facilities shall remain under the legal custody of Agency.

B. Staffing. Facilities shall be adequately staffed in accordance with approved Facility staffing patterns to ensure appropriate supervision of Agency Incarcerated Sentenced Persons. Solano Sheriff reserves the right to staff its Facilities using regular or overtime hours or a combination thereof.

C. Health Care. Solano contracts with a third-party provider to perform all in-house medical, mental health, and dental services. Agency Incarcerated Sentenced Persons shall be provided mandated healthcare services in accordance with Title 15 of the California Code of Regulations ("Title 15") including basic medical, mental health, and dental services.

(1) Support Care.

(a) Medical Supplies. Solano's medical provider maintains an adequate inventory of medical supplies for distribution to incarcerated persons housed in Solano Facilities.

(b) Medical Equipment. Solano's medical provider shall purchase any necessary medical equipment identified for a specific incarcerated person.

(c) Prescriptions. Solano's medical and/or mental health provider shall prescribe and/or affirm Agency Incarcerated Sentenced Person's prescriptions, and medical provider's staff shall distribute medications in accordance with Facility policies and procedures.

(d) Over-the-Counter Items. Solano's medical provider maintains an adequate inventory of over-the-counter medicines and first aid supplies for distribution to incarcerated persons housed in Solano Facilities.

(2) Medical Screening. Solano shall conduct annual medical screenings for communicable diseases such as Tuberculous and when circumstances dictate, Solano shall conduct medical screenings as recommended.

(3) Off-Site Care. Pursuant to contract, Solano's medical, mental health, and/or dental provider shall assess need and approve local off-site care. Should provider reject the need for off-site care and Agency disagrees with determination, Agency can approve off-site care for any Agency Incarcerated Sentenced Person, at Agency's expense.

(a) Outpatient. In the event Agency Incarcerated Sentenced Person requires non-recurring outpatient services and Solano's medical/dental provider approves off-site treatment, Solano shall transport Agency Incarcerated Sentenced Person to appointment and maintain custody during appointment.

(b) Hospitalization. In the event Agency Incarcerated Sentenced Person experiences a medical or psychiatric emergency and Solano's medical/mental health provider approves off-site treatment, Solano shall transport Agency Incarcerated Sentenced Person to a local hospital. If Agency Incarcerated Sentenced Person is hospitalized, Solano shall maintain custody for up to 24 hours from time of admittance, at which time Agency shall be responsible for custody. Either Agency staff or Agency's agent may provide hospital detail services. Agency may transport such Agency Incarcerated Sentenced Person to a hospital nearer Agency.

(c) Request for Personal Care. In the event Agency Incarcerated Sentenced Person requests outpatient care through their covered insurance, both Agency and County must approve and coordinate the care appointment. The Agency Incarcerated Sentenced Person themselves shall be financially responsible for all costs associated with such an appointment including transportation and security.

(d) Long-term Hospitalization/Recurring Outpatient Services. Solano does not have the resources, nor does the daily bed rate cover the costs associated with either long-term hospitalization and/or recurring outpatient services. In the event Agency Incarcerated Sentenced Persons requiring one or both of these treatment courses, the Agency shall assume custody within 24 hours of notification.

(4) Specialty Care. Solano administers in-house specialty care programs that would be offered to Agency Incarcerated Sentenced Persons should program space be available and Agency authorize the admission of the Agency Incarcerated Sentenced Person into the program.

(a) Medicated Assisted Treatment ("MAT"). Solano administers an in-house MAT program for select incarcerated persons who have a diagnosed substance abuse disorder with the goal of reducing the risk of relapse. Treatment includes use of FDA-approved medications, in combination with counseling and behavioral evidenced-based therapies, to provide a "whole-patient-focused" approach. Any incarcerated person participating in a MAT program will be automatically enrolled into Solano's MAT program during transfer intake.

(b) Substance Use Disorder Treatment. Solano administers an in-house substance use disorder treatment program for select incarcerated persons who may have substance use issues with the goal of stabilization. Treatment uses both individual and/or group evidenced-based counseling methods.

D. Clothing and Supplies. Agency Incarcerated Sentenced Persons will be provided with Solano inmate clothing and a welcome kit containing personal supplies such as a comb, soap, toothbrush and toothpaste, four pieces of paper and one envelope. Should Agency Incarcerated Sentenced Person be deemed "indigent" pursuant to Solano standards, Agency Incarcerated

Sentenced Person shall receive limited free personal hygiene items and writing materials once per week.

E. Food. Agency Incarcerated Sentenced Persons will be provided with three meals a day in accordance with Title 15 and Facility requirements. Should the Agency Incarcerated Sentenced Person be approved for a special religious or medical diet, one will be provided.

F. Out of Cell Time. Agency Incarcerated Sentenced Persons will be provided mandated out-of-cell time daily including the opportunity for exercise.

G. Discipline. Agency Incarcerated Sentenced Persons shall comply with all Facility rules and regulations in accordance with *Inmate General Information: Custody Division Rules & Disciplinary Penalties for Solano County Sheriff's Office Detention Facilities*. Non-compliant behavior shall be cause for disciplinary action. Solano Sheriff reserves the right to discipline Agency Incarcerated Sentenced Persons to the extent or level discipline is imposed upon Solano incarcerated persons. However, nothing contained herein shall be construed to authorize or permit the imposition of discipline prohibited by applicable law.

4. CUSTODIAL PROCESS

Solano is willing to house any Agency Incarcerated Sentenced Person subject to a review of the Agency Incarcerated Sentenced Person's file including Agency classification and documentation of Incarcerated Sentenced Person's history.

A. Selection. Agency shall select Agency Incarcerated Sentenced Persons for Solano consideration and provide Solano with a transfer packet including, but not limited to, criminal charge information, documentation of complete classification history and in-custody discipline history, copy of valid detainer, copy of medical records, and any other relevant information on file. Agency shall deliver transfer packet to Solano Sheriff one week prior to transfer date. Solano Sheriff understands that the coordination of transports may require the Agency to deliver a transfer packet less than one week prior to transfer date. Solano will make every effort to review the transfer packet timely, but makes no guarantee.

B. Pre-Review. Solano Sheriff shall perform a summary review of each Agency Incarcerated Sentenced Person's transfer packet to determine the appropriateness of the selected Agency Incarcerated Sentenced Person. For those Agency Incarcerated Sentenced Persons deemed appropriate, Solano shall notify Agency of acceptance. Solano's preliminary acceptance does not constitute a waiver of Solano's right of refusal.

C. Intake. Solano Sheriff shall process Agency Incarcerated Sentenced Persons in accordance with Solano Sheriff booking procedures to include intake interviews, medical and mental health assessment, and medical screening. incarcerated persons are held for a limited period in quarantine housing in an effort to prevent the transmission of communicable disease into the Facilities.

D. Classification. Solano and Agency acknowledge that Agency's classification criteria may differ from Solano's criteria. Solano shall review each Agency Incarcerated Sentenced Person's transfer packet together with their Solano intake interview to determine appropriate classification pursuant to Solano standards.

E. Discharge. Solano Sheriff shall discharge Agency Incarcerated Sentenced Persons solely to an authorized Agency employee. Dependent on day and time of discharge, Solano shall either issue a check to Agency for the balance of the Agency Incarcerated Sentenced Person's

commissary account adjusted for any pending transactions or mail a check to Agency the next business day.

5. RIGHT OF REFUSAL

Solano retains the right to refuse to house any Agency Incarcerated Sentenced Person for any reason and at any time. Should Solano exercise this right, Solano shall provide Agency with written notification of refusal.

6. PROPERTY

Solano shall hold, store, and release Agency Incarcerated Sentenced Person's personal property accepted at the time of intake in accordance with Facility policies and procedures. Solano Sheriff shall be responsible for safeguarding Agency Incarcerated Sentenced Person's property while in possession of Solano Sheriff. Agency shall be responsible for handling any Agency Incarcerated Sentenced Person's property not accepted by Solano Sheriff.

A. Tangible Property. Upon transfer and at time of intake, Solano Sheriff shall examine, approve, and accept into its possession Agency Incarcerated Sentenced Person's property. Tangible property is almost exclusively thought to be Agency's inmate clothing/uniform. Solano Sheriff will consider other personal property on a case-by-case basis but will not accept suitcases, backpacks, unpackaged or opened food products, liquids, items larger than a common grocery paper bag, items deemed contraband, and other items determined to be unacceptable.

B. Commissary Account. Solano has established a non-interest bearing, Prisoner Trust Fund to account for funds held on behalf of incarcerated persons. The Solano Sheriff shall establish and maintain a commissary account within Solano's commissary accounting system for each Agency Incarcerated Sentenced Person transferred to Solano Facilities. The system records all account activity including deposits and withdrawals associated with purchases, returns, and releases. Moreover, the system provides the incarcerated person's family members and others with an online option to deposit monies onto their incarcerated person's commissary account and the more traditional deposit using kiosks located in Facility lobbies.

7. TRANSPORTATION

Agency is responsible for transportation of the Agency Incarcerated Sentenced Person both to and from Solano Facility and shall coordinate transport dates and times with Solano Sheriff. Agency shall notify the Solano Sheriff weekly of any upcoming transport dates and times made necessary by transfer, required court appearance, certain medical appointments, and/or release.

Notwithstanding the preceding paragraph, Solano may transport Agency Incarcerated Sentenced Persons from one Solano Facility to another Solano Facility such as from JCDF to CDF. Moreover, Solano shall transport Agency Incarcerated Sentenced Persons to and from a local hospital when an emergency situation arises. Solano shall retain physical custody of the Agency Incarcerated Sentenced Person during transport. When Solano is responsible for the transport of Agency Incarcerated Sentenced Persons, Solano Sheriff shall take appropriate security measures necessary to complete the transport.

8. COURT APPEARANCES

Agency shall notify the Solano Sheriff weekly of upcoming scheduled court appearances and

immediately of any changes once change is known. The Agency shall coordinate the transport date and time with the Solano Sheriff who will prepare the Agency Incarcerated Sentenced Person for transport.

9. VISITATION

Visitation schedules are posted at each Facility Visitors are required to schedule visitations in advance. Agency Incarcerated Sentenced Persons shall receive, at minimum, two 30 minute social visits per week.

A. Manner. Solano offers telephone, in-person visitation, on-site video visitation and remote video visitation for incarcerated persons to visit with family members and friends or other professionals such as social workers and attorneys.

(1) Telephone. Incarcerated persons may use designated phones within the housing units during recreation time.

(2) On -Site Video. On-Site Video visitation is available to incarcerated persons housed at CDF, requires scheduling through Solano's third-party provider and is free of charge.

(3) Remote Video. Remote Video visitation is available to incarcerated persons at all Solano Facilities and requires scheduling through Solano's third-party vendor. Remote video visitation may require payment at time of scheduling.

(4) In-Person. In-Person visitation is available to incarcerated persons housed at JCDF and requires scheduling through Solano's third-party vendor and is free of charge.

B. Confidential Communication. Solano asserts that all privileged communications between an attorney and an Agency Incarcerated Sentenced Person remains confidential. All non-privileged communications are recorded by Solano's third-party communications providers.

10. PROGRAMMING

Solano administers in-house programming that would be offered to Agency Incarcerated Sentenced Persons should program space be available and Agency authorize the admission of the Agency Incarcerated Sentenced Person into the program.

A. Education. In partnership with Five Keys Charter Schools, Solano administers an in-house education program to provide incarcerated persons with educational opportunities and to assist with completion of high school credits with the goal of high school graduation. Upon completion of high school credits, an incarcerated person receives their high school diploma. Periodically, the Solano Sheriff holds a small graduation ceremony to recognize the accomplishment.

B. Vocational Training. Solano operates the Rourke Vocational Training Center opened in 2019. Solano administers an in-house vocational training program to introduce incarcerated persons to various building trades with the goal of preparing the incarcerated person for employment. Currently, the Solano Sheriff offers opportunities to train as carpenters, construction laborers, heavy machinery operators, tire maintenance experts, and welders. Participants receive a certification after completing each trade session and for certain trades are allowed entry into the Union.

C. Work Programs. Solano shall not assign Agency Incarcerated Sentenced Persons to any work crews performing services for third parties off -site; however, Solano reserves the right to

assign any incarcerated person housed in a Solano Facility to a work crew within a Solano Facility or Facility Grounds.

11. NOTIFICATIONS

Solano shall notify Agency immediately or at least as soon as reasonably possible under the following Agency Incarcerated Sentenced Person circumstances:

- Escape
- Death
- Communicable Disease
- Criminal Activity/Proceedings
- Litigation

Solano shall notify Agency upon learning of the following at least by the next business day:

- Adverse findings of noncompliance issued by Board of State and Community Corrections
- Change in PREA status
- Change in medical accreditation status

Notifications will be made from Solano's Custody Division Captain or designee to Agency's designee.

12. IN-CUSTODY EVENT

A. Escape. In the event an Agency Incarcerated Sentenced Person escapes while in Solano custody, Solano shall use all reasonable efforts to pursue and regain custody of escapee and shall be financially responsible for its efforts. Notwithstanding the preceding sentence, Solano shall not be expected or required to expend excess resources or incur unreasonable costs above normal response.

B. Death. In the event an Agency Incarcerated Sentenced Person dies while in Solano custody, Solano shall follow Facility procedures including but not limited to, securing premises, notifying State of death, moving body to a Coroner's Office in another jurisdiction, and conduct a death investigation and/or request an investigation by an uninvolved agency. Solano shall update Agency regularly and shall provide Agency with a report at the conclusion on the investigation. Solano shall be financially responsible for immediate costs associated with the death including the cost of an autopsy if necessary and cost of the death investigation. When appropriate, the investigative agency shall release the body to Agency or Agency's Incarcerated Sentenced Person's family pending instructions from Agency. Agency shall be financially responsible for the preparation and shipment of the body.

Notwithstanding the preceding paragraph, should another agency become responsible for the investigation, Solano shall provide investigative agency with all requested documentation and comply with agency's investigative process. Agency should receive updates and a final report directly from investigative agency otherwise Solano shall communicate updates and provide a copy of final report to Agency.

13. CAPACITY RELEASE

Solano shall not be restricted in releasing Agency Incarcerated Sentenced Persons pursuant to the capacity release policies set by Solano. Solano shall give reasonable notice to Agency of

impending capacity limits which would impact Solano's ability to house Agency Incarcerated Sentenced Persons.

14. OTHER REVENUE

From time to time, Solano may receive other revenue resulting from housing Agency Incarcerated Sentenced Persons. Agency waives all rights associated with any payments Solano may receive.

A. Social Security Incentive. Solano shall provide Social Security Administration with monthly reports for the purpose of identifying those receiving Social Security assistance and reviewing the propriety of continuing or suspending assistance while the incarcerated person is confined.

B. Medi-Cal Offset. Pursuant to contract, Solano's medical and mental health provider is financially responsible for all healthcare costs. However, when an incarcerated person is hospitalized for an allowable episode, Solano shall work with the local hospital to see that Medi-Cal is charged. Should hospital receive Medi-Cal funding, Solano's medical and mental health provider will no longer be financially responsible for associated costs of the episode. Pursuant to contract, provider must then credit back to Solano a portion of provider's savings to offset Solano's medical and/or mental health costs.

15. ADMINISTRATION

Administrative activities include:

A. Sentence Time Calculations. Agency is responsible for calculating and tracking sentence time in consideration of commitment and credits. Moreover, Agency shall determine release date.

B. Court Appearances. Agency is responsible for monitoring the committing court calendar for changes.

C. Custody Status Inquiries. Solano does not retain charge, bail or court information, or other documents regarding legal custody other than the detainer provided by Agency. Any inquiries regarding the custody status (bail, charges, release date etc.) shall be referred to the Agency.

D. Records. Solano shall establish and maintain a custody file on every Agency Incarcerated Sentenced Person. Solano shall maintain all records, reports, and documents created, held or maintained under this Agreement. Moreover, Solano's medical, mental health, and dental provider shall establish and maintain all health records according to industry standards and to comply with all applicable federal and state laws and regulations.

E. Access to Records. Solano agrees to use reasonable efforts to provide Agency with access to and/or reports from Solano's jail management system specific to Agency Incarcerated Sentenced Persons. Should access not be possible, Solano shall use reasonable efforts to provide periodic reports requested by Agency.

16. GENERAL TERMS AND CONDITIONS

A. Compliance. Solano shall comply with all federal, state and local laws and regulations applicable to Solano's performance, including, but not limited to, licensing, employment and

purchasing practices, wages, hours and conditions of employment.

B. Prison Rape Elimination Act ("PREA"). Solano complies with all PREA standards as required under 28 CFR §115.12 as demonstrated by annual PREA audit reports. Reports shall be provided to Agency upon request.

C. Non-Discrimination. Both Parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

D. Confidentiality and Data Security. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

(1) General. Parties shall engage in the exchange of information in performance of this Agreement. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2, and 14100.2 that describes the use and disclosure of confidential records. Parties recognize that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 1400.2 and may lead to criminal or civil liability. Additionally, Criminal Justice Information ("CJI") provided to another agency must be handled and protected in compliance with the FBI's CJI Security Policy

(2) Limitations. Any use or disclosure of Personal Health Information ("PHI"), Personally Identifiable Information ("PII"), or CJI pursuant to this Agreement will be limited to then minimum PHI, PII, or CJI necessary to achieve the purpose for which the information is shared, except where limiting such use or disclosure to the minimum necessary is not feasible; is not required under the HIPAA Regulations; is a disclosure to an Individual User or Individual User's Personal Representative; is a disclosure pursuant to an Individual User's Authorization; or is a disclosure required by applicable laws or regulations

(3) Data Security. Parties shall be responsible for maintaining a secure environment that supports the exchange of PHI, PII, or CJI. In the event a breach of PHI, PII, or CJI is discovered or a Party reasonably believes PHI, PII, or CJI has been accessed or acquired by an unauthorized person, that Party will immediately notify the other Party by telephone plus email or fax.

(4) Retention.

(a) PHI. The HIPAA Security Rule mandates that Covered Entities, Business Associates, and Subcontractors must retain all PHI records for at least six years (45 CFR § 164.316(b)(2)(i)); however, additional federal and state regulations may impose longer retention periods, requiring compliance with the most stringent standard.

(b) PII. Generally, PII may be retained as long as there is a legitimate business purpose, is useful, or to satisfy legal or regulatory requirements. These requirements are driven by which PII category the information falls under.

(c) CJI. Release data, sentence data, and other custody data such as length of stay may not be retained longer than seven (7) days after release of an individual from custody.

E. Health Insurance Portability and Accountability Act. Solano represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

F. Inspection. During the term of this Agreement, Agency shall have the right, upon reasonable advance notice, to inspect Solano Facilities housing Agency Incarcerated Sentenced Persons. During their inspection, Agency will be provided access to Agency Incarcerated Sentenced Persons and records. Agency is encouraged to tour the Facilities just after execution of the Agreement.

G. Public Statements. Except as required or authorized by federal, state, or local law; judicial order; or as permitted by Solano, Agency shall not make any oral or written public statements related to Solano's Facilities or services without first consulting with Solano. Solano shall initiate all press releases. Public statements include, but not limited to, statements to the press, conference presentations, lectures, or articles.

H. 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 Agency of the cause of the delay within 10 days of the start of the delay.

I. Contract Monitoring. Parties shall meet periodically to review services provided in relation to the scope of the Agreement including review of deliverables and resolve any operational issues.

J. 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.

K. Mutual Indemnification. Each Party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, injuries, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, brought for or on account of personal injury (including death) or damage to property, or caused by any negligent act or omission or willful misconduct of such indemnifying Party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or

compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

L. Independent Contractor. The Parties mutually understand that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association.

M. Assignment. Solano shall not subcontract any work under this Agreement nor assign this Agreement or monies due to a third party.

N. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, including any conflict in the Agreement documents, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties fail to resolve this matter, each Party may pursue litigation or other means of dispute resolution available under the laws of the State of California such as arbitration, or Parties may terminate this Agreement.

O. Default. If Solano defaults in Solano's performance, Agency shall promptly notify Solano in writing. If Solano fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Solano fails to commence to cure the default within 30 days after notification, then Solano's failure shall constitute cause for termination of this Agreement.

P. Termination. Either Party may terminate this Agreement at any time for any reason prior to the expiration date of this Agreement upon ninety (90) days written notice, or earlier upon mutual agreement. Following termination, Agency shall pay for all charges incurred up to and until the time of termination. Agency must relocate all Agency Incarcerated Sentenced Persons by 5:00 p.m. (PST) on the effective date of termination.

Q. Choice of Law. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

R. Obligation Subject to Availability of Funds. The Parties' obligation under this Agreement is subject to the availability of authorized County funds. The Parties may terminate the Agreement, or any part thereof, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent amendment, the Parties may, upon written notice, terminate this Agreement in whole or in part.

S. Non-Renewal. Parties acknowledge that there is no guarantee that either Party will renew services under a new agreement following expiration or termination of this Agreement.

T. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

U. Changes and Amendments. This Agreement may be modified or amended upon the written mutual consent of the Parties and shall be effective only when incorporated into a written amendment.

V. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the

unenforceability or invalidity of a single provision herein shall not affect the remaining provisions which shall remain in full force and effect.

W. Survival. All express representations, confidentiality commitments, indemnification obligations, limitations of liability, and payment obligations included in this Agreement survive the expiration or termination of this Agreement.

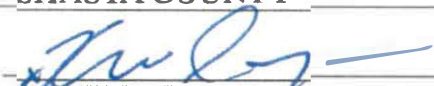

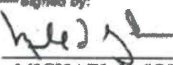



X. Notices. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated below. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, 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 COUNTY: Thomas A. Ferrara, Sheriff-Coroner 530 Union Avenue, Suite 100 Fairfield, CA 94533 Attn: Administration	To AGENCY: Michael L. Johnson, Sheriff-Coroner 300 Park Marina Circle Redding, CA 96001 Attn: Custody Division
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Y. Signature Authority. The Parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement.

Z. Execution in Counterparts. This Agreement may be executed by the Parties in one or more counterparts, all of which collectively shall constitute one document and agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

AA. Entire Agreement. This Agreement, including any exhibits or attachments referenced, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or entered into by Solano or Agency other than those contained in it.

SOLANO COUNTY	SHASTA COUNTY
BILLEMLEN, COUNTY ADMINISTRATOR	 KEVIN W. CRYE, CHAIRMAN SHASTA COUNTY BOARD OF SUPERVISORS
APPROVED AS TO CONTENT:  <small>Brad Dewall (Sep 10, 2025 12:46:09 PDT)</small> FOR THOMAS A. FERRARA, SHERIFF BRADLEY W. DEWALL, UNDERSHERIFF	APPROVED AS TO CONTENT: Signed by:  MICHAEL L. JOHNSON, SHERIFF Signed by:  DOLores LANE, RISK MANAGER
APPROVED AS TO FORM:  COUNTY COUNSEL OR DESIGNEE	APPROVED AS TO FORM:  RYAN HURLEY, DEPUTY COUNTY COUNSEL

ATTEST:

DAVID J. RICKERT

Clerk of the Board of Supervisors

By: 