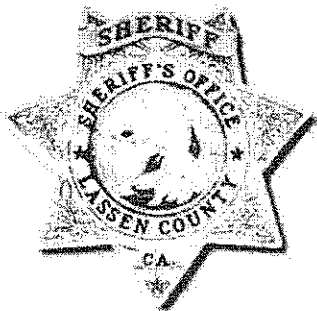




LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

Administration
Phone: (530) 251-8013
Fax: (530) 251-2884

Dispatch
Phone: (530) 257-6121
Fax: (530) 257-9363

Civil
Phone: (530) 251-8014
Fax: (530) 251-2884

Adult Detention Facility
Phone: (530) 251-5245
Fax: (530) 251-5243

Dean F. Growdon
Sheriff - Coroner

To: Lassen County Board of Supervisors
From: Kevin Jones, Captain
Date: November 9, 2017
Agenda Date: November 14, 2017

Discussion:

The Sheriff's Office has contracted with the Shasta County Sheriff's Office for housing inmates in the Lassen County jail since 2013. Due to the expiration of the contract, we are presenting a new amended contract to the Board of Supervisors for approval.

This contract has several small amendments, most notably; the increase in daily rate and inmate criteria for acceptance. The daily housing rate has been increased from \$66.00 per day to \$75.00 per day. Also, the contract specifies the classification of inmate Shasta County is eligible to deliver for housing. This is primarily those lacking any type of serious medical or mental health issues and inmates that do not pose a serious institutional safety risk. Any inmate accepted under this contract is subject to return at any time. We have enjoyed a successful collaboration with Shasta County in the past and do not foresee any inherent problems.

Based on our jail population as of this date, we can receive between 10-20 inmates.

Fiscal Impact:

We anticipate an increase from the initially estimated revenue prior to adoption of the budget.
(Example: 10 inmates per day @ 7 months = \$157,500.00.)

2015-16 Fiscal Revenue = \$103,000

2016-17 Fiscal Revenue = \$138,000

Recommendation:

That the Board of Supervisors authorize Sheriff Dean Growdon and Chairman of the Board, Aaron Albaugh to sign the Personal Services Agreement between the County of Shasta and County of Lassen.

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE COUNTY OF LASSEN

This agreement is entered into between the County of Shasta, through its Sheriff's Office, a political subdivision of the State of California ("SHASTA") and the County of Lassen ("LASSEN") for the purpose of outlining the responsibilities and major actions required to confine inmates from the Shasta County Jail in the Lassen County Jail. (Collectively, the "Parties").

Section 1. RESPONSIBILITIES OF LASSEN.

Pursuant to the terms and conditions of this agreement, LASSEN:

- A. Will, in the Lassen County Jail (LCJ), incarcerate SHASTA inmates upon request by phone and/or email of the Shasta County Sheriff's Office Correctional Staff ("Shasta Staff") when this confinement does not conflict with space availability in LASSEN'S sole discretion, subject to restrictions listed in Section 2 below.
- B. Must take reasonable steps where emergency medical care is indicated to implement its provision to inmates and in turn must notify Shasta Staff by phone when an emergency medical treatment is required. If non-emergency medical, dental, or psychiatric treatment is reasonably indicated outside of the LCJ, LASSEN shall notify Shasta Staff by phone and SHASTA will arrange for such treatment and transportation to and from the medical providers. SHASTA shall be responsible for costs for psychiatric, dental and medical care, diagnosis, and treatment outside of the LCJ.
- C. Upon written request of the Shasta Staff, must release inmates to SHASTA when they no longer require incarceration in the LCJ.
- D. Will provide Shasta Staff with a copy of the LCJ booking sheet for all inmate(s) from SHASTA, upon request by phone or email.
- E. LASSEN must afford SHASTA inmates the same legal rights and privileges pursuant to this Personal Services Agreement (PSA) as they would with any other confined inmate.
- F. LASSEN shall upon request afford authorized SHASTA law enforcement, investigative, and/or correctional officials or officers with prompt access to inmates incarcerated with LASSEN pursuant to this agreement.

Section 2. RESPONSIBILITIES OF SHASTA.

Pursuant to the terms and conditions of this agreement, SHASTA:

- A. Will notify LASSEN, by phone and/or by email when they need and are ready to transport an inmate to the LCJ. 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 County Jail (SCJ) and the estimated time of arrival. The LCJ must approve the inmate by phone and/or by email before Shasta Staff initiates transfer. Upon arrival at the LCJ, Shasta Staff must provide the calculated sentencing booking sheet for the inmate from Shasta.

- B. Must only send sentenced inmates to serve thirty (30) days or more, not to exceed seven hundred thirty days (730), who meet the current classification criteria for being housed in the LCJ which is a Minimum Security Jail Facility; classification criteria may be amended from time to time.
- C. Must only send sentenced inmates to serve thirty (30) days or more, not to exceed seven hundred thirty days (730), and 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 the LCJ. They must have a low to no escape risk or pattern in their record.
- D. Will only send healthy inmates, without disabilities or medical or psychiatric conditions requiring significant diagnosis, treatment or accommodation; LASSEN will not accept any inmates with any significant health issues, medical or psychiatric conditions requiring significant treatment, or disability requiring significant accommodation, and if such a condition or health issue exists or develops that in the sole discretion of the LCJ requires the inmate to be returned to the SCJ, SHASTA must pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after request by phone and/or email from the LCJ and return the inmate to the SCJ. As required by Title 15, Section 1206, Shasta Staff will send a summary of pertinent individualized medical information with the inmate for delivery to LCJ Medical Services. In the case of individual inmates who have any medical, psychiatric or disability condition, LASSEN and SHASTA may agree on an individual basis, subject to termination at the discretion of LASSEN, that such inmates may be placed with LASSEN, but SHASTA shall be responsible for and shall hold LASSEN free and harmless from costs and expenses of the medical and/or psychiatric care, diagnosis, and/or treatment for such condition, and from costs of disability accommodation.
- E. Agrees that except as expressly provided herein, SHASTA is responsible for the cost of all medical expenses and medications and all medical, dental, and/or psychiatric treatment for SHASTA inmates. If medications are prescribed for a SHASTA inmate, Shasta Staff will deliver with the inmate a 10-day supply of all of the inmate's prescribed medications. After that, LASSEN shall administer medications as indicated by LCJ Medical Services staff according to LCJ Medical Services policies and procedures. SHASTA will reimburse LASSEN within thirty (30) days of invoice for costs for which it is responsible hereunder. SHASTA shall initiate and process all Medi-Cal or insurance billing, if applicable. LASSEN shall have no responsibility for Medi-Cal or insurance

billing and processing. SHASTA shall not be responsible to reimburse LASSEN for the time or services of LASSEN'S medical providers in the routine provision of medical services within the facility to SHASTA inmates.

- F. Understands that LASSEN reserves 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 that the inmate requires a special accommodation for disability or otherwise that LASSEN cannot provide; or LASSEN needs the space for LASSEN inmates; or at the sole discretion of the Lassen County Sheriff.
- G. Will notify by phone and/or email the LCJ as soon as possible, but in no event less than twenty-four (24) hours when the confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names, expected arrival and return times.
- H. Will complete at SHASTA's sole expense any and all transporting required for SHASTA inmates and notify the LCJ by phone and/or email of pending transfers or when an inmate no longer requires incarceration in the LCJ. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.
- I. Will make weekly contact by phone and/or email with the LCJ Supervisor while SHASTA inmates are incarcerated in LCJ or more often as the situation dictates regarding inmate health, welfare and discipline.
- J. Agrees that inmates confined in the LCJ are subject to the rules or directives of the LCJ, including rules on disciplines and grievances.
- K. Must compensate LASSEN as prescribed in sections [3] and [4] of this agreement and for costs as in (E) above.
- L. Shall monitor the outcomes achieved by LASSEN.
- M. SHASTA shall, in the event of any writ of coram nobis, writ of habeas corpus, or any similar administrative law or court proceeding, involving a SHASTA inmate placed with LASSEN, indemnify, defend, and hold LASSEN, its officers and employees, free and harmless therefrom, including the expense thereof.

Section 3. COMPENSATION.

- A. SHASTA shall pay LASSEN for the confinement of inmates at LCJ at the daily rate of \$75 per inmate; the daily rate does not include transportation costs. Per SHASTA'S contract with California Forensic Medical Group (CFMG) for SCJ medical services, SHASTA inmates housed in LCJ shall be covered by

SHASTA'S current contract as long as LCJ has a contract with CFMG for inmate medical services. Should LASSEN no longer contract with California Forensic Medical Group for LCJ medical services, SHASTA will pay LASSEN an additional \$3.00 per day per inmate to cover the cost of routine medical services ordinarily provided by LASSEN staff or contractors within the LASSEN facility. SHASTA will pay LASSEN for routine in-facility medical services as set forth in Section 2.E. and for actual transportation costs incurred by LASSEN during the provision of medical services for SHASTA inmates. The fees and costs specified in this Section 3.A. shall cover all expenses incidental to this agreement and subsequent confinement of inmates in LCJ. SHASTA is not responsible for costs associated with SHASTA inmate purchases of health, comfort and personal items which may be purchased at the inmate's expense while incarcerated in LCJ.

- B. There is no maximum compensation for this agreement.

Section 4. BILLING AND PAYMENT.

- A. LASSEN will provide a monthly invoice to SHASTA for the daily costs of confinement per Section 3.A., which shall include costs for routine medical expenses as set forth in Section 2.E., and for actual transportation costs incurred by LASSEN during the provision of medical services for SHASTA inmates. SHASTA shall pay all amounts due within thirty (30) days of receipt of invoice. LASSEN will not bill for costs related to Jail Medical Services staff time.
- B. A day shall be defined as beginning at 0001 and ending at 2400 (midnight) or any portion thereof. This fee shall cover all expenses incidental to this agreement and subsequent confinement of inmates in LCJ except for the purchase of health, comfort and personal items. These items may be purchased at the inmate's expense.
- C. Should Shasta, or the state or federal government, properly and reasonably disallow any amount claimed by LASSEN, LASSEN shall reimburse Shasta, or the state or federal government, as directed by Shasta, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for three years effective on the date of the final signature and ending August 10, 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 County fiscal year unless or until Shasta's Board of Supervisors appropriates funds for this agreement in SHASTA's budget for that County 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 County fiscal year for which funds for this agreement were

appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. Shasta shall notify LASSEN in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If LASSEN materially fails to perform LASSEN's responsibilities under this agreement to the satisfaction of SHASTA, or if LASSEN fails to fulfill in a timely and professional manner LASSEN's responsibilities under this agreement, or if LASSEN 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 LASSEN. If termination for cause is given by SHASTA to LASSEN and it is later determined that LASSEN 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. SHASTA or LASSEN may terminate this agreement without cause on thirty 30 days written notice to the other.
- 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 Tom Bosenko – Sheriff and LASSEN'S right to terminate may be exercised by the Lassen County Sheriff.
- E. Should this agreement be terminated, LASSEN shall promptly provide to SHASTA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by LASSEN pursuant to this agreement.
- F. If this agreement is terminated, LASSEN 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. LASSEN shall be entitled to no other benefits other than those specified herein. LASSEN specifically acknowledges that in entering into and executing this agreement, LASSEN 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 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 LASSEN 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 LASSEN, LASSEN 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 10. 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 this 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 11. INSURANCE COVERAGE.

SHASTA and LASSEN shall each maintain and keep in force at their sole cost and expense during the term of this PSA, the following insurance or participation in 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. Workers' Compensation insurance with statutory limits as required by the laws of the State of California, and Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Each party shall provide a certificate of insurance, or letter of self-insurance, upon request of the other party evidencing the insurance and coverage contained in this section. There must be insurance coverage for the entire period commencing on the effective date of this PSA and ending on the date that is two (2) years beyond the final date that this PSA is effective, including any extensions or renewals of this PSA. Such insurance must satisfy the liability limit requirement of this Section. LASSEN shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name LASSEN as an additional insured on all such coverage.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with LASSEN or if any lawsuit is instituted concerning LASSEN's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SHASTA, LASSEN 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, unless otherwise specifically agreed by SHASTA and LASSEN, be venued in any proper County of venue with borders contiguous with SHASTA and LASSEN, a proper County under the venue provisions of CCP 394, but not in the counties of either SHASTA or LASSEN.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. LASSEN 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. LASSEN 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. LASSEN represents that LASSEN is in compliance with and agrees that LASSEN 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 LASSEN under this agreement shall be used by LASSEN for sectarian worship, instruction, or proselytization. No funds or

compensation received by LASSEN 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, LASSEN shall be solely responsible for any and all damages caused, and/or penalties levied, to the extent such are caused as the result of LASSEN's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of LASSEN and/or SHASTA that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of LASSEN or SHASTA. Except where longer retention is required by federal or state law, LASSEN 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. LASSEN 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. LASSEN 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. LASSEN agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. LASSEN agrees to repay SHASTA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims.

LASSEN 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 LASSEN.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

LASSEN's failure to comply with state and federal child, family, and spousal support reporting requirements regarding LASSEN'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.

LASSEN's failure to cure such default within 90 days of notice by SHASTA shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

LASSEN, and LASSEN'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 County 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 17. PERFORMANCE STANDARDS.

LASSEN shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to LASSEN's work or services.

Section 18. CONFLICTS OF INTEREST.

LASSEN and LASSEN'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 19. 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
Shasta County Jail
1655 West St.
Redding, CA 96001
Phone: 530-245-6120
Fax: 530-245-6156

If to LASSEN:

Sheriff
Lassen County Sheriff's Office
1415 Sheriff Cady Lane
Susanville, CA 96130

- 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.

Section 20. 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 21. COMPLIANCE WITH POLITICAL REFORM ACT.

LASSEN 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 SHASTA's Conflict of Interest Code, with regard to any obligation on the part of LASSEN to disclose financial interests and to recuse from influencing any Shasta County decision which may affect LASSEN's financial interests. If required by the SHASTA's Conflict of Interest Code, LASSEN shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. 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 County 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 23. 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. To the extent that routine HIPAA documents are necessary or convenient to the performance of this agreement and the compliance with HIPAA requirements and confidentiality in connection with inmate medical matters, such as HIPAA Business Associate Agreements or Business Associate Addendums, the parties are authorized to and shall execute such HIPAA documents upon request.

Section 24. Omitted / Not Applicable

Section 25. USE OF SHASTA PROPERTY.

LASSEN shall not use SHASTA premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of LASSEN's obligations under this agreement.

Section 26. MISCELLANEOUS PROVISIONS:

- A. This PSA may be amended only in writing signed by both parties.
- B. This PSA represents the final agreement between the parties regarding housing of SHASTA inmates at LASSEN County jail and supersedes all prior oral and written agreements.
- C. The following audit requirements apply from the effective date of this PSA until three years after SHASTA's final payment under this PSA:
 - (1) SHASTA shall allow LASSEN's authorized representatives to inspect, audit, and copy SHASTA's records as needed to evaluate and verify any invoices, payments, and claims that SHASTA submits to LASSEN or that any payee of SHASTA submits to LASSEN in connection with this PSA. 'Records' includes but is not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.
 - (2) LASSEN and SHASTA shall be subject to the examination and audit of the State Auditor, at the request of LASSEN or as part of any audit of LASSEN. Such examinations and audits shall be confined to matters connected with the performance of this PSA, including but not limited to administration costs.

This section shall survive the expiration or termination of this PSA.

- D. This PSA reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
- E. Any notice required to be given by this PSA shall be given to each party's Jail Commander.
- D. Any of the terms or conditions of this PSA 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.

E. **No Third Party Beneficiary.** This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise.

Section 24. SHASTA'S RIGHT OF SETOFF.

To the fullest extent permitted by law, SHASTA shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to LASSEN or any of its subsidiaries under any contract with SHASTA, any amount of any Federal or State audit liability owed by or claimed or asserted against the SHASTA or any amounts owed to SHASTA by Consultant or its subsidiaries.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, SHASTA and LASSEN 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: _____

David Kehoe, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Tom Bosenko, Sheriff-Coroner
Shasta County Sheriff's Office

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

SHASTA RISK MANAGEMENT APPROVAL

By: _____
Adam M. Pressman
Senior Deputy County Counsel

By: _____
James Johnson
Risk Management Analyst III

COUNTY OF LASSEN

Date: _____

Aaron Albaugh, CHAIRMAN
Board of Supervisors
County of Lassen
State of California

ATTEST:

Clerk of the Board of Supervisors

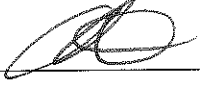
By: _____
Deputy

Dean F. Growdon, Sheriff-Coroner
Lassen County Sheriff's Office

Approved as to form:
Lassen County Counsel

LASSEN RISK MANAGEMENT APPROVAL

By: _____

By:  10/22/17