

**AGREEMENT FOR USE OF LOMPOC JAIL FACILITIES  
AND PROVISION OF SERVICES**

THIS AGREEMENT, made and entered into by and between the City of Lompoc, a municipal corporation, located in the County of Santa Barbara, State of California, hereinafter called LOMPOC, and the City of Guadalupe a municipal corporation, located in the County of Santa Barbara, State of California, hereinafter called GUADALUPE.

**WITNESSETH:**

WHEREAS, LOMPOC presently owns and maintains jail facilities at the police station in LOMPOC (the "Lompoc City Jail"); and

WHEREAS, pursuant to Government Code section 54981, LOMPOC and GUADALUPE are authorized to enter into an agreement for LOMPOC to provide to GUADALUPE municipal services, including police-related services; and

WHEREAS, it is economical and convenient for the GUADALUPE Police Department of GUADALUPE to detain, book and hold prisoners in the Lompoc City Jail; and

WHEREAS, it is considered necessary, desirable and in the public interest that GUADALUPE and LOMPOC enter into an agreement to provide Jail Services in cases when other booking alternatives are not available to GUADALUPE.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Scope of Services:

LOMPOC agrees to furnish, maintain and make available the Lompoc City Jail and its police station to GUADALUPE for the purpose of holding prisoners charged or expected to be charged with violations of all laws and statutes of the State of California and ordinances of GUADALUPE, and which prisoners are held for examination, held for trial, cite released upon authorization of the arresting officer, or held subsequent to sentencing until transported to other facilities. LOMPOC shall hold said prisoners no longer than 96 hours, pursuant to LOMPOC'S limitations as a Type I facility, unless exigent circumstances exist to warrant holding a prisoner longer. Prisoners shall remain the responsibility of LOMPOC until released or turned over to another law enforcement agency.

It is understood LOMPOC retains the right to refuse bookings should it be determined that the capacity of the Lompoc City Jail has reached its limits and cannot safely accommodate additional bookings.

2. Standards:

LOMPOC agrees to maintain and operate the Lompoc City Jail and police station in accordance with the standards of the State of California Corrections Standards Authority providing for maintenance of county jails and related facilities and in accordance with any laws of the State of California relating to the maintenance of city jails.

3. Special Bookings

Under unique circumstances GUADALUPE may request LOMPOC accommodate a special booking. Such bookings and temporary housings would occur only by prior arrangement, and with the consent of LOMPOC. As part of these arrangements, GUADALUPE will disclose to LOMPOC the reason for the special arrangements, the name, sex, race, age occupation, medical or mental health problems, and any known classification problems with the inmate to be booked or housed.

Any special transport needs to accommodate this booking will be the responsibility of GUADALUPE. All other provisions regarding fees, medical care and mutual indemnities made elsewhere in this Agreement will apply equally to this booking, unless alternate agreements are made specific to this booking and mutually agreed upon in writing by both LOMPOC and GUADALUPE.

4. Compensation:

During the period of this Agreement, [Insert date] through [Insert Date], GUADALUPE shall pay LOMPOC One Hundred Fifteen Dollars and Thirteen Cents (\$115.13) per inmate booked by GUADALUPE Police Officers into the Lompoc City Jail. GUADALUPE agrees to pay LOMPOC monthly based upon actual bookings. It is understood and agreed that amount is a fair and equitable sum to offset certain expenses incurred by LOMPOC in maintaining and operating the Lompoc City Jail and the police station, insofar as the said costs are allocable to the incarceration of GUADALUPE prisoners and to City of Guadalupe law enforcement support services.

Nothing herein contained shall be construed to grant or imply any grant of conveyance to GUADALUPE of any title or interest in the Lompoc City Jail, police station, or property on which the same are located.

5. Mutual Indemnification

LOMPOC shall indemnify, defend, and hold harmless GUADALUPE, its agents, officers and employees from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of LOMPOC, its employees or agents pursuant to this Agreement or on account of the performance or character of the services of LOMPOC performed or neglected to be

performed under this Agreement against unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought hereon, and from and against any orders, judgments' or decrees which may be entered therein. Approval of the insurance coverage does not relieve LOMPOC of liability under this indemnification clause.

GUADALUPE shall indemnify, defend, and hold harmless LOMPOC, its agents, officers and employees from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of GUADALUPE, its employees or agents pursuant to this Agreement or on account of the performance or character of the services of GUADALUPE performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

#### 6. LOMPOC Insurance

##### a) Workers' Compensation

LOMPOC, at its own cost and expense, shall carry and maintain statutory Workers' Compensation Insurance and Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) with an insurance carrier satisfactory to GUADALUPE. That policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of such notice by GUADALUPE. In the event LOMPOC is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California.

##### b) Liability and Property Damage

LOMPOC at its own cost and expense shall maintain liability for bodily injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence for the period covered by this Agreement. GUADALUPE understands that LOMPOC has the right to self-insure up to Five Hundred Thousand Dollars (\$500,000.00) of this coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, use of owned and

non-owned automobiles. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to GUADALUPE and shall provide that notice must be given to GUADALUPE at least forty-five (45) days prior to cancellation of material change. The following endorsements shall be attached to the policy:

- 1) Policy shall cover an on occurrence basis.
- 2) Policy must cover personal injuries as well as bodily injuries. The personal injury endorsement does not carry contractual liability exclusion.
- 3) Policy must cover all written contracts.
- 4) GUADALUPE, its officers and employees shall be named as additional insured's, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by GUADALUPE will be called upon to contribute to a loss suffered by LOMPOC hereinafter.

c) General Requirements

Coverage Verification form attached hereto as Exhibit A and made a part hereof for all purposes shall be completed, signed by LOMPOC's insurance representative, and returned to GUADALUPE prior to the effective date of this Agreement. Coverage Verification form must be approved by the GUADALUPE Counsel before any payment will be made under this Agreement. Upon notification of receipt by GUADALUPE of a note of cancellation, major change in coverage or expiration, LOMPOC shall file with GUADALUPE a certified copy of the required new or renewal policy and certificates for such policies (or in lieu of this new completed Coverage Verification form).

If at any time during the life of this Agreement or any extension thereof LOMPOC fails to maintain required insurance in full force and effect, then all work under this Agreement shall be discontinued immediately, and all payments due or that become due to LOMPOC will be withheld until notice is received by GUADALUPE that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to GUADALUPE. Any failure to maintain the required insurance will be sufficient cause for GUADALUPE to terminate this Agreement.

## 7. GUADALUPE Insurance

### a) Workers' Compensation

GUADALUPE, at its own cost and expense, shall carry and maintain statutory Workers' Compensation Insurance and Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) with an insurance carrier satisfactory to LOMPOC. That policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of such notice by LOMPOC. In the event GUADALUPE is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California.

### b) Liability and Property Damage

GUADALUPE at its own cost and expense shall maintain liability for bodily injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence for the period covered by this Agreement. LOMPOC understands that GUADALUPE has the right to self-insure up to Five Hundred Thousand Dollars (\$500,000.00) of this coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, use of owned and non-owned automobiles. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to LOMPOC and shall provide that notice must be given to LOMPOC at least forty-five (45) days prior to cancellation of material change. The following endorsements shall be attached to the policy:

- 1) Policy shall cover an on occurrence basis.
- 2) Policy must cover personal injuries as well as bodily injuries. The personal injury endorsement does not carry contractual liability exclusion.
- 3) Policy must cover all written contracts.
- 4) LOMPOC, its officers and employees shall be named as additional insured's, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by LOMPOC will be called upon to contribute to a loss suffered by GUADALUPE hereinafter.

c) General Requirements

Coverage Verification form attached hereto as Exhibit A and made a part hereof for all purposes shall be completed, signed by LOMPOC's insurance representative, and returned to GUADALUPE prior to the effective date of this Agreement. Coverage Verification form must be approved by the LOMPOC'S city attorney before any payment will be made under this Agreement. Upon notification of receipt by LOMPOC of a note of cancellation, major change in coverage or expiration, GUADALUPE shall file with LOMPOC a certified copy of the required new or renewal policy and certificates for such policies (or in lieu of this new completed Coverage Verification form).

If at any time during the life of this Agreement or any extension thereof GUADALUPE fails to maintain required insurance in full force and effect, then all work under this Agreement shall be discontinued immediately, and all payments due or that become due to GUADALUPE will be withheld until notice is received by LOMPOC that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to LOMPOC. Any failure to maintain the required insurance will be sufficient cause for LOMPOC to terminate this Agreement.

8. Attorneys' Fees and Other Costs

In the event it becomes necessary to bring a legal action to enforce any of the terms and conditions of this agreement, the prevailing party as determined by the Court shall be entitled to recover all of their reasonable attorney's fees, expert witness fees, and costs, including any fees and costs incurred in any appeal.

9. Termination

This Agreement may be terminated by either party with ninety-days' (90-days') advance written notice to the other party.

10. Amendment

This Agreement may be amended by written mutual consent of the parties hereto, including extending the term of this Agreement. Verbal agreements shall not be binding on either party; any and all necessary changes must be incorporated by written Agreement Amendment only.

11. Assignment

Neither party may assign the Agreement, in whole or in part, to a third party without written mutual consent of the other party. All assignments must be accomplished via a formal Agreement Amendment.

12. Renewal

This Agreement shall be in effect as of July 5, 2011 and shall remain in effect through June 30, 2012, and will renew each subsequent year under the same terms and conditions, excepting any increase in the booking fee charged to GUADALUPE by LOMPOC in any renewal year, unless at least ninety (90) days prior to the expiration date either party serves written notice by certified mail upon the other that it desires to terminate or renegotiate said contract.

In witness whereof, the parties have executed this Agreement by their duly authorized officers on the date indicated below.

CITY OF LOMPOC

CITY OF GUADALUPE

\_\_\_\_\_  
John H. Linn, Mayor

\_\_\_\_\_  
Lupe Alvarez, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Stacy Alvarez, City Clerk

\_\_\_\_\_  
(City Clerk)

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Joseph Pannone, City Attorney

\_\_\_\_\_  
(City Attorney)

\_\_\_\_\_  
APPROVED AS TO SUBSTANCE  
Timothy L. Dabney, Chief of Police

\_\_\_\_\_  
APPROVED AS TO SUBSTANCE  
George A. Mitchell, Chief of Police