

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the City of Lompoc, a municipal corporation, located in the County of Santa Barbara, State of California, hereinafter called CITY, and the County of Santa Barbara, a political subdivision of the State of California, hereinafter called COUNTY.

WITNESSETH:

WHEREAS, CITY presently owns and maintains jail facilities and a police station in the City of Lompoc in the Fourth Supervisorial District of the County of Santa Barbara, and

WHEREAS, it is economical and convenient for the Sheriff’s Department of the County of Santa Barbara to detain, book and hold prisoners in the jail facilities of the Police Department of CITY, and

WHEREAS, Section 4004.5(a) of the Penal Code of the State of California provides that a CITY may furnish facilities to be used for holding prisoners for examination or during trial upon such terms as may be agreed upon by the governing body of said CITY and the Board of Supervisors of said COUNTY, and

WHEREAS, it is considered necessary, desirable and in the public interest that COUNTY and CITY exercise the rights and privileges afforded by said Section 4004.5(a) of the Penal Code.

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

1. Scope of Services:

CITY agrees to furnish, maintain and make available its jail facilities and police station to COUNTY 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 the COUNTY of Santa Barbara, and which prisoners are held for examination, held for trial, cite release upon authorization of the arresting deputy, or held subsequent to sentencing until transported to other facilities. City shall hold said prisoners no longer than 96 hours, pursuant to City’s limitations as a Type I facility, unless exigent circumstances exist to warrant holding a prisoner longer. Prisoners shall remain the responsibility of the City until released or turned over to another law enforcement agency.

It is understood that the City 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:

CITY agrees to maintain and operate said jail facilities 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 the COUNTY may request that the CITY accommodate a special booking. Such bookings and temporary housings would occur only by prior arrangement, and with the consent of the CITY. As part of these arrangements the COUNTY will disclose to the CITY 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 the COUNTY. 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 the CITY and the COUNTY.

4. Compensation:

During the period of this Agreement, October 1, 2008 through September 30, 2009, COUNTY shall pay CITY \$115.13. per inmate booked by Santa Barbara County Deputy Sheriff's into the City of Lompoc jail facility. This fee is based upon the estimated 608 bookings in a 12 month period. The City shall receive no less than \$70,000 per year. The County agrees to pay the city monthly based upon actual bookings with reconciliation to the minimum annual fee at the end of the 12 month period. It is understood and agreed that said amount is a fair and equitable sum to offset certain expenses incurred by CITY in maintaining and operating the said police station and jail, insofar as the said costs are allocable to the incarceration of COUNTY prisoners and to said county law enforcement support services.

Nothing herein contained shall be construed to grant or imply any grant of conveyance to COUNTY of any title or interest in said jail facilities, police station, or property on which the same is located.

5. Mutual Indemnification

CITY shall indemnify, defend, and save COUNTY, its agents, officers and employees harmless 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 CITY, its employees or agents pursuant to this Agreement or on account of the performance or character of the services of CITY 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 CITY of liability under this indemnification clause.

COUNTY shall indemnify, defend, and save CITY, its agents, officers and employees harmless 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 COUNTY, its employees or agents pursuant to this Agreement or on account of the performance or character of the services of COUNTY 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. Insurance

a) Workers' Compensation

CITY, 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 COUNTY and all of CITY's employees. 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 COUNTY. In the event CITY 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

CITY 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. COUNTY understands that CITY 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 COUNTY and shall provide that notice must be given to COUNTY 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) COUNTY, 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 COUNTY will be called upon to contribute to a loss suffered by CITY 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 CITY's insurance representative, and returned to COUNTY prior to the effective date of this Agreement. Coverage Verification form must be approved by the COUNTY Counsel before any payment will be made under this Agreement. Upon notification of receipt by COUNTY of a note of cancellation, major change in coverage or expiration, CITY shall file with COUNTY 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 CITY fails to maintain required insurance in full force and effect, all work under the Agreement shall be discontinued immediately, and all payments due or that become due to CITY will be withheld until notice is received by COUNTY 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 COUNTY. Any failure to maintain the required insurance will be sufficient cause for COUNTY to terminate this Agreement.

7. Attorneys' Fees and Other Costs

In the event that 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.

8. Termination

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

9. 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.

10. 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.

11. Renewal

This Agreement shall be in effect October 1, 2008 and shall remain in effect through September 30, 2009, and will renew each subsequent year under the same terms and conditions, excepting any increase in the booking fee charged to the COUNTY of Santa Barbara Sheriff's Department by the CITY 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 day and year first above written.

CITY OF LOMPOC

COUNTY OF SANTA BARBARA

(mayor of Lompoc)

(chairman, board of supervisors)

ATTEST:

ATTEST:

(CITY Administrator)

(clerk of the board)

(CITY attorney)

(deputy COUNTY counsel)

APPROVED AS TO
ACCOUNTING FORM:
(auditor-controller)

(CITY clerk)

APPROVED AS TO FORM
(general services/risk management)

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

APPROVED AS TO SUBSTANCE
Bill Brown, Sheriff