

**AGREEMENT BETWEEN THE CITY OF POMONA  
AND THE CITY OF LA VERNE FOR BOOKING AND HOUSING LA VERNE POLICE  
DEPARTMENT ARRESTEES AT THE POMONA CITY JAIL**

THIS AGREEMENT is made and entered into on by and between the City of Pomona, a California municipal corporation (hereinafter "City"), and the City of La Verne, a California municipal corporation (hereinafter "Agency"). City and Agency are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**ARTICLE I - PURPOSE AND SCOPE**

1. The purpose of this Agreement is to establish an agreement between the City and the Agency for the booking and housing of Agency's arrestees at the Pomona City Jail. The Agreement delineates each Party's responsibilities in furtherance of the Agreement.
2. Subject to the provisions of this Agreement, the City agrees to accept and provide for the secure custody, care, and safekeeping of Agency's arrestees in accordance with state and local laws, standards, policies and procedures, and court orders applicable to the operations of the jail facility. Any physically and/or mentally ill or injured prisoner, pregnant/lactating women, arrestees with communicable diseases, or prisoners taking prescribed medication(s) will not be accepted in the Pomona City Jail. Further, the City reserves the right to refuse to house any arrestee at the City's sole discretion.
3. Neither this Agreement nor any interest therein may be assigned or transferred to any other Party without advanced written consent from the other party.

**ARTICLE II - TRANSPORTATION**

The Agency will transport to the Pomona City Jail those arrestees they desire to be booked in the Pomona City Jail.

**ARTICLE III - BOOKING**

1. Upon arrival in the Pomona City Jail, the Agency's officer shall conduct a full pat-down search and remove all personal property from the arrestee (except clothing) including shoes.
2. The Agency's officer shall complete Pomona's Arrestee Pre-booking Form.
3. A representative of City will conduct a medical check of the arrestee and may refuse to accept any arrestee who does not meet City's medical criteria.
4. If City determines that the arrestee requires emergency medical treatment, City shall summon LA County Fire Department Paramedics. The paramedics, after providing emergency medical care, shall transport the arrestee to a hospital for medical treatment and/or booking clearance.
5. The Agency's officer shall accompany the arrestee to the hospital. All costs associated with transporting the arrestees as may be required in this paragraph shall be solely by borne Agency.
6. City shall have no responsibility for verifying whether Agency had sufficient cause to arrest

the arrestee and Agency will be solely responsible for making such determination. City's Detention Officer shall perform a secondary booking search in the presence of the Agency's officer, and any evidence or contraband the Detention Officer discovers will be turned over to the Agency's officer. In the event that a female is taken into custody and only one female employee is available between the two agencies, one search shall be deemed sufficient.

7. Up until the point where the City's Detention Officer accepts full custody of the arrestee, the Agency's officer shall remain with the arrestee. City shall enter the arrestee's information into the Los Angeles County Jail Booking System (JDIC). The Detention Officer will fingerprint and take a digital photograph of each arrestee.
8. All injured or ill arrestees that have been seen and cleared by a doctor to be booked and housed at the Pomona City Jail shall have written documentation from the attending doctor stating that the arrestee has been cleared or approved for booking and housing at the Pomona City Jail. Agency shall be responsible for handling Probable Cause Declarations for Agency's arrestees.

#### **ARTICLE IV - PRISONER PROPERTY**

1. The City's Detention Officer shall receive the prisoner's property and itemize each piece of property on the booking sheet.
2. Excess property that cannot fit within the approved Los Angeles County Sheriff's property bag shall be returned to the Agency's officer for storage by Agency.

#### **ARTICLE V - HOUSING**

1. Upon the completion of the booking process, the arrestee will be placed in the general population, unless directed otherwise.
2. The arrestees will remain in City's custody up to the point they are transported to court or are released on a citation, released pursuant to California Penal Code section 849 or post bail or bond.
3. Arrestees approved for release shall be released from the Pomona City Jail unless otherwise directed by the Agency's Police Department Watch Commander, or the Agency's Police Department Detective Bureau Supervisor or his/her written designee.

#### **ARTICLE VII - ADVISAL**

Agency shall be solely responsible to advise Agency's arrestees of their constitutional rights and any subsequent waiver and statement.

#### **ARTICLE VIII – COURT TRANSPORTATION**

1. Barring any emergency within the City's jurisdiction, City Jailers will transport Agency's arrestees designated for arraignment to the Los Angeles East Superior Court, jail lock-up.
2. Agency must notify City's Jailer as to which Agency's arrestees need to be transported to court by 0830 hours each court day barring any emergency calls for service.
3. City will not provide transportation of Agency's arrestees to any court other than Los Angeles East Superior Court. Agency shall have the sole responsibility for transporting

its arrestees to all other courts

4. In the event the inmate is held on an open charge, Agency's Police Department shall provide a KA# prior to 0830 hours on the day the inmate is to appear in court.
5. If Agency unable to provide the KA# by 0830 hours on the day the inmate is to appear in court then, Agency will be solely responsible for the transport.

#### **ARTICLE IX - MEALS**

Prisoner meal times are approximately at 0600 hours, 1200 hours, and 1800 hours. City will afford Agency's arrestees that arrive between feeding periods the opportunity to eat following completion of the booking process.

#### **ARTICLE X - WARRANT CHECKS**

1. Prior to booking: Agency shall conduct warrant checks on the JDICWant-9 data bank for each arrestee based on date of birth and aliases known to Agency. Agency shall add verified warrants to the arrestee's primary charge.
2. If, after being live scanned it is learned that an Agency's arrestee provided a different name/identity, the City shall notify Agency's Watch Commander.
3. All Livescan information will be faxed to Agency for determination of any additional charges. Agency will phone back to advise of any additional charges.
4. If there are warrants attached to the true identity of an arrestee, Pomona will abstract any warrants and send a copy of the warrant abstracts via fax to Agency's Police Department.

#### **ARTICLE XI - CRIMINAL HISTORY /RAPS**

Agency shall have the sole responsibility to process the arrestee's criminal history records for criminal filing.

#### **ARTICLE XII - MEDICAL EMERGENCY TRANSPORTATION**

1. City will summon the Los Angeles County Fire Department Paramedics if an Agency arrestee develops an emergency medical condition after being booked and placed in the Pomona City Jail.
2. City shall arrange to transport the Agency's arrestee to a hospital if the paramedics believe emergency medical treatment is required.
3. A City Police Officer will provide security during the transportation of the Agency's arrestee to the hospital and while the Agency's arrestee is at the hospital.
4. City shall notify the Agency's Police Watch Commander of the situation as soon as possible, and Agency shall send a Police Officer to the hospital within 30 minutes of telephone call notification.
5. The Agency's Police Officer shall relieve the City's Police Officer upon arriving at the hospital.
6. Agency shall be solely responsible for all ambulance costs associated with transferring an Agency arrestee to a hospital.

### **ARTICLE XIII - NON-EMERGENCY MEDICAL TRANSPORTATION**

1. After booking, City shall contact the Agency Police Watch Commander if any Agency arrestee requires non-emergency medical treatment. Agency shall arrange for transportation of such Agency arrestee to an appropriate medical facility and provide guard services by an Agency Police Officer during treatment.
2. City will not book or house the Agency arrestee in the Pomona City Jail unless a medical doctor has indicated that such arrestee is cleared for housing in the Pomona City Jail. Agency shall be solely responsible for all costs associated with transferring such Agency arrestees to and from the medical facility.
3. Agency will designate and make arrangements with a mental health facility for mental health evaluations. Agency is solely responsible for transportation of Agency arrestees placed on a 5150 WIC hold by Agency to a designated facility.

### **ARTICLE XV - INDEMNITY AND HOLD HARMLESS**

1. Pursuant to Government Code section 895.4, the parties will mutually indemnify each other as provided for in this section. Agency agrees to and shall indemnify and hold harmless the City, its officers, agents, employees and consultants from liability for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage, which may arise from the direct operations of the Agency or its contractors, agents, employees, or other persons acting on their behalf which relates to the services described in this Agreement.
2. City agrees to and shall indemnify and hold harmless the Agency, its officers, agents, employees and consultants from liability for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage, which may arise from the direct operations of the City or its contractors, agents, employees, or other persons acting on their behalf which relates to the services described in this Agreement. This indemnification clause shall survive termination of this agreement.

### **ARTICLE XVI- ADMINISTRATIVE INVESTIGATIONS**

Agency agrees to handle the administrative investigation of any complaints or allegations of misconduct involving employees of Agency.

1. In the event that the complaint or allegations involve employees from both Parties, Parties agree to work cooperatively in determining the responsibilities of both Parties.
2. In the event that a complaint is received by Agency regarding an employee of City, Agency agrees to forward this information to City for investigation and disposition.
3. In the event that a complaint is received by City regarding an employee of Agency, City agrees to forward this information to Agency for investigation and disposition.

### **ARTICLE XVII – FEES AND TERM OF CONTRACT**

1. Term. The term of this contract will begin on November 1, 2019 and will be in effect for

a period of three (3) years. If after three (3) years, both Parties are satisfied with the terms of the contract and the services provided, the contract may be automatically renewed for an additional three (3) year term. This contract may automatically renew up to two (2) times (for a total of 9 years), if not terminated by either Party.

2. Fees. Agency shall pay \$191,022 in two equal payments on or about November 1, 2019 and May 1, 2020. Agency shall pay \$198,663 for the second year of the contract in two equal payments on or about November 1, 2020 and May 1, 2021. Agency shall pay \$198,663 for the third year of the contract in two equal payments on or about November 1, 2021 and May 1, 2022.
3. This fee is to include; booking, documentation for filing, fingerprinting/Livescan results, Intoximeter, use of the interview room and equipment, meals, bedding, toiletries, showers, laundry, transportation of prisoners to court, paper jump suits, and other related disposable clothing items as necessary, and the secure custody of prisoners.
4. Price Adjustments. Agency shall pay a fee increase of three percent (3%) commencing on year four (4), if the contract is renewed. If the City approves a salary increase for Jailers that exceeds the 3% renewal fee, the increased difference shall be factored into the next contract renewal.

#### **ARTICLE XVIII - TERMINATION OF AGREEMENT**

Either Party may terminate this agreement without cause, by giving the other Party thirty (30) calendar day's written notice.

#### **ARTICLE XIX - NOTICE**

Any communication pursuant to this Agreement shall be in writing and shall be deemed to be properly give if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by facsimile or other telegraphic communication in the manner provided in this Article, to the following Persons:

To City:  
Pomona Police Department  
Attn: Chief of Police  
490 W. Mission Blvd  
Pomona, CA 91766

To Agency  
La Verne Police Department  
Attn: Chief of Police  
2061 Third St.  
La Verne, CA 91750

With Courtesy Copies to:

City of Pomona  
Attn: City Clerk  
505 South Garey Avenue  
Pomona CA 91766

City of La Verne  
Attn: City Clerk  
3660 "D" Street  
La Verne, CA 91750

City of Pomona  
Attn: City Attorney

City of La Verne  
Attn: City Attorney

505 South Garey Avenue  
Pomona CA 91766

3660 "D" Street  
La Verne, CA 91750

## **ARTICLE XX - EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Agency, and supersedes any and all other agreements, oral or written, between the Parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and the Agency. The Parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Agency nor the City. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein.

## **ARTICLE XXI - JURISDICTION — VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both Parties further agree that Los Angeles, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below.

*Signatures on following page*

**City of Pomona**

**City of La Verne**

\_\_\_\_\_  
Linda Lowry, City Manager

\_\_\_\_\_  
Bob Russi, City Manager Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Olivieri, Chief of Police

\_\_\_\_\_  
Nicolas Paz, Chief of Police

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Rosalia Butler, City Clerk

\_\_\_\_\_  
Lupe Estrella, Assistant City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonia Carvalho, City Attorney

\_\_\_\_\_  
Robert Kress, City Attorney

Approved by Pomona City Council on \_\_\_\_\_

Approved by La Verne City Council on \_\_\_\_\_