

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF PALOS VERDES ESTATES FOR SUPPLEMENTAL LAW ENFORCEMENT (JAIL) SERVICES

This Agreement is made this 1st day of June 2021, by and between the City of Palos Verdes Estates, California ("Palos Verdes Estates") and the City of Redondo Beach, California ("Redondo Beach"), both of which are California municipal corporations and general law cities (hereinafter referred to individually as a " Party" and collectively as the " Parties").

RECITALS

- A. Pursuant to Government Code sections 54981 and 54982, the legislative body of any local agency (here, Palos Verdes Estates) may contract with another local agency (here, Redondo Beach) for the performance of municipal services or functions, including law enforcement services.
- B. Palos Verdes Estates operates a police department with limited personnel resources in the position of Jailer.
- C. Therefore, Palos Verdes Estates is desirous of contracting with Redondo Beach for supplemental jail services as described herein; and
- D. Redondo Beach is willing and able to render these supplemental jail/custody services to Palos Verdes Estates pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth below, the Parties agree as follows:

1. Scope of Services

- 1.1. Redondo Beach agrees, through its police department, to allow Palos Verdes Estates to book and house Palos Verdes Estates in custody arrests at the Redondo Beach City Jail when needed by Palos Verdes Estates. If Redondo Beach in its sole discretion, determines it has occupancy restrictions, Redondo Beach may deny any requests for booking and housing of Palos Verdes inmates. If Redondo Beach requires additional staffing to properly maintain jail operations with the additional Palos Verdes Estates bookings, the classification and approximate number of personnel provided by Redondo Beach and descriptions of duties performed by each Redondo Beach employee shall be determined and mutually agreed upon by Palos Verdes Estates and Redondo Beach prior to the continued provision of supplemental jail services.
- 1.2. Redondo Beach, in its sole discretion, will furnish and supply the requisite labor, supervision, personnel, equipment, communications, and meals for inmates, and supplies necessary to provide the jail services to be rendered herein.

Redondo Beach will also provide access to and a location for Palos Verdes Estates detectives to interview any of Palos Verdes Estates arrestees while in custody at the Redondo Beach jail.

- 1.3. The services performed by Redondo Beach, the discipline of Redondo Beach employees, and other matters incident to Redondo Beach's performance of supplemental law enforcement (jail) services, including the control of its employees, shall remain with Redondo Beach and shall be performed pursuant to Redondo Beach police department's policies and procedures.
- 1.4. Under no circumstances shall Redondo Beach's inability or failure to provide jail services because of an emergency, disaster, or other- major incident constitute a breach of this Agreement.
- 1.5. In consideration of the above, Palos Verdes Estates agrees to do the following:
 - 1.5.1. Make available to Redondo Beach any currently existing documents, data, or information required for the performance of the services.
 - 1.5.2. Designate a representative authorized to act on behalf of Palos Verdes Estates with respect to Redondo Beach's jail operations.
 - 1.5.3. Promptly examine and render findings on all documents submitted by Redondo Beach for staff review by Palos Verdes Estates.
 - 1.1.1. If Redondo Beach jail personnel determine that non -emergency medical services are needed for an Palos Verdes Estates inmate, Redondo Beach will immediately notify Palos Verdes Estates staff of the need for non - emergency medical services. In the event that an inmate requires emergency medical services requiring immediate transport, Redondo Beach personnel will take necessary steps to assure that emergency medical treatment and transport is provided. Palos Verdes Estates shall immediately respond to the medical facility where the Palos Verdes Estates inmate is transported to provide police services while the inmate is hospitalized. Redondo Beach will be responsible for the cost of medical treatment of Palos Verdes inmates if the injuries occurred while in Redondo Beach's custody and if caused by Redondo Beach's personnel. Otherwise, Palos Verdes shall pay for the medical treatment of Palos Verdes inmates.
 - 1.5.4. Palos Verdes Estates patrol officers shall respond to the Redondo Beach City Jail for any transportation needs of Palos Verdes Estates inmates (such as non -emergency medical needs, IRC, CRDF, Eastlake, etc.) Redondo Beach will be responsible for transporting inmates to the City of Torrance Courthouse for arraignment.

- 1.5.6 Palos Verdes Estates shall take and house all bulk property belonging to Palos Verdes Estates arrestees/inmates at the Palos Verdes Estates police station. If contraband is found during the prisoner search, Palos Verdes Estates shall retrieve and preserve those items(s) found.
 - 1.5.7. Redondo Beach will handle all arrangements for bail bonds of Palos Verdes Estates arrestees. Palos Verdes Estates shall retrieve the bonds and handle the bond process.
 - 1.5.8. Palos Verdes Estates shall handle all non-booking related records management associated to Palos Verdes Estates inmates/arrestees.
 - 1.5.9. Palos Verdes Estates shall ensure the legality of all arrests prior to bringing them to Redondo Beach. Palos Verdes understands and agrees that Redondo Beach shall rely upon Palos Verdes Estates decision, that the arrests have met the legal requirements to be arrested and housed. Palos Verdes Estates shall defend and indemnify Redondo Beach against claims of false arrest and/ or false imprisonment of Palos Verdes Estates arrestees as set forth in paragraph 12.
 - 1.5.10. Palos Verdes Estates shall complete all Probable Cause Declarations (PCDs) and other reports at the Palos Verdes Estates police station.
 - 1.5.11. Palos Verdes Estates shall immediately notify a Redondo Beach Watch Commander should a PCD be rejected or for any other reason that an inmate should be released.
 - 1.5.12. Palos Verdes Estates shall complete a Redondo Beach pre -booking form as well as medical screening form for all arrests brought to the Redondo Beach City Jail.
2. Cost Reimbursement. Palos Verdes Estates shall compensate Redondo Beach for the services performed in an amount of \$290 per arrestee not to exceed the total amount of \$44,500.” Redondo Beach will invoice PalosVerdes Estates for the services within thirty (30) days following completion of each month services were provided. Palos Verdes Estates will pay the amount within forty- five (45) days of receipt of the invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in paragraph 8.
3. Term of Agreement. This Agreement is effective upon execution by both Parties. Unless otherwise terminated as provided in paragraph 9, this Agreement shall expire upon the earlier of the following:
 - 3.1. One year after the execution date; or
 - 3.2. The maximum cost reimbursement in the amount of forty four thousand and five hundred dollars (\$44,500), by the City of Palos Verdes Estates has been reached.

This Agreement may be extended by a subsequent written amendment executed by both parties.

4. Status of the Parties. Redondo Beach is acting as an independent contractor. Each Redondo Beach employee shall remain in the fulltime employ of Redondo Beach, and Palos Verdes Estates shall have no liability to Redondo Beach for any compensation or benefits of any Redondo Beach employee, including but not limited to workers'

compensation coverage, in connection with the performance of duties with Palos Verdes Estates.

5. Official Status of Redondo Beach Officers and Employees. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status and authority to the performance thereof, and not to establish an agency or employment relationship, Palos Verdes Estates employees have the authority to transport and submit for housing at the Redondo Beach jail Palos Verdes Estates arrestees. Redondo Beach employees have the same authority over Palos Verdes Estates arrestees/inmates as they do over Redondo Beach arrestees/ inmates, so long as the authority/service is within the scope of this Agreement.
6. Modification. This Agreement may be modified only by a written agreement executed by both of the Parties.
7. Assignment. The Parties understand that their unique status as public entities is the sole inducement for each to enter into this Agreement. For this reason, the Parties agree that they will not assign or transfer any portion of or interest in this Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.
8. Notices. All notices required by this Agreement must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

CITY OF REDONDO BEACH:

City Manager

415 Diamond Street

Redondo Beach, CA 90277

Email: joe.hoefgen@redondo.org

CITY OF PALOS VERDES ESTATES:

City Manager

340 Palos Verdes Dr. West

Palos Verdes Estates, CA 90274

Email: lguglielmi@pvestates.org

9. Termination: Either party may cancel the Agreement upon thirty (30) days prior written notice to the other party of cancellation.
10. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
11. Insurance. Redondo Beach maintains sufficient liability coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services by Redondo Beach or Redondo Beach's agents, representatives, and employees for the duration of this Agreement. Redondo Beach shall furnish Palos Verdes Estates with original certificates or a letter of self-insurance to

satisfy the insurance coverage required herein.

12. Indemnification.

12.1 To the fullest extent permitted by law, the City of Redondo Beach shall defend, indemnify and hold the City of Palos Verdes Estates, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, negligence, or willful misconduct of the City of Redondo Beach, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this Agreement and rising to a level of legal liability, including without limitation the payment of all reasonable attorney's fees and other directly related costs and expenses, and including all damage awards made by a court of competent jurisdiction; provided, however, the City of Redondo Beach shall in no way be liable for the acts, omissions, negligence, or willful misconduct of the City of Palos Verdes Estates, its officials, officers, employees, volunteers, or agents, or any acts or omissions of the City of Redondo Beach when such actions are directed by the City of Palos Verdes, its officials, officers, employees, volunteers, or agents, or otherwise directed by City of Palos Verdes' written policies and procedures.

To the extent the City of Redondo Beach is liable as provided above, it shall defend with Legal Counsel jointly agreed upon by both the City of Redondo Beach and City of Palos Verdes, at the City of Redondo Beach's own cost and expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City of Palos Verdes, its directors, officials, officers, employees, agents or volunteers, subject to the aforementioned limitations. The City of Redondo Beach shall pay and satisfy any judgment, award or decree that may be rendered against the City of Palos Verdes or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding arising from the City of Redondo Beach's acts, omissions, negligence, or willful misconduct; except to the extent that liability is caused by any acts, omissions, negligence or willful misconduct by City of Palos Verdes Estates or its directors, officials, officers, employees, agents, or volunteers, or any acts or omissions of the City of Redondo Beach when such actions are directed by the City of Palos Verdes, its officials, officers, employees, volunteers, or agents, or otherwise directed by City of Palos Verdes' written policies and procedures.

The City of Redondo Beach will reimburse City of Palos Verdes and its directors, officials, officers, employees, agents and/or volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. The City of Redondo Beach's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the

City of Palos Verdes Estates, its directors, officials, officers, employees, agents or volunteers and shall take effect immediately upon execution of this Agreement and shall cease upon termination of this Agreement (except for occurrences during performance of this Agreement).

Notwithstanding the foregoing, no applicable written policies and procedures by the City of Palos Verdes Estates shall be amended throughout the term of this Agreement unless the City of Palos Verdes Estates provides at least thirty days prior written notice to any modification of the written policies and procedures, and the City of Redondo Beach provides its written consent.

12.2 To the fullest extent permitted by law, the City of Palos Verdes Estates shall defend, indemnify and hold the City of Redondo Beach, its officers, officials, directors, shareholders, employees, consultants, contractors and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, negligence or willful misconduct of City or when the City of Redondo Beach's acts or omissions are directed by City of Palos Verdes Estates, its officials, officers, employees, volunteers, or agents or otherwise directed by City of Palos Verdes Estate's written policies and procedures. The City of Palos Verdes Estates shall defend with Legal Counsel jointly agreed to by both the City of Redondo Beach and City, at City's own cost and expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City of Redondo Beach, its officers, officials, directors, shareholders, employees, or agents. City shall pay and satisfy any judgment, award or decree that may be rendered against the City of Redondo Beach or its officers, officials, directors, shareholders, employees, or agents, in any such suit, action or other legal proceeding arising from the City of Redondo Beach's acts or omissions when the City of Redondo Beach's acts or omissions are directed by City, its officials, officers, employees, volunteers, or agents or otherwise directed by City's written policies and procedures.

13. POST-Certified Personnel. If Redondo Beach provides peace officer/ jail personnel for services pursuant to this Agreement then said peace officer- personnel shall meet the current minimum selection and training standards for California law enforcement developed by the California Commission on Peace Officer Standards and Training (POST) and California Board of State and Community Corrections standards.
14. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party

to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, are not valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by both of the Parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

16. Waiver. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
17. Discrimination. Redondo Beach may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS, or disability.

18. Nuisance. Redondo Beach may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
19. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
20. Third Party Beneficiaries. This Agreement shall not be construed as an attempt to create a third-party beneficiary contract. This Agreement is for the sole benefit of its Parties; no other person or entity shall benefit from its terms.
21. Counterparts. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the day and year first shown above.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CITY OF PALOS VERDES ESTATES,
a general law city

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

Eleanor Manzano, City Clerk

Kylynn Chaney, City Clerk

APPROVED:

APPROVED:

Diane Strickfaden, Risk Manager

Carol Cowley, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

John Cotti, City Attorney