

RESOLUTION NO. 2013-17

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH SAN JOAQUIN COUNTY FOR  
TRANSPORTATION OF LODI CITY JAIL INMATES TO  
THE STOCKTON COURTHOUSE

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WHEREAS, due to state-wide budget reductions, the San Joaquin County Superior Court located in Lodi will close on March 1, 2013; and

WHEREAS, San Joaquin County has proposed a joint agreement with the City to provide transportation of inmates from the Lodi City jail to the Stockton courthouse; and

WHEREAS, the San Joaquin County Sheriffs Office will provide one transportation officer and the transportation vehicle to deliver City inmates to the Stockton courthouse; and

WHEREAS, the City will provide one transportation officer 40 hours per week, to be filled with part-time police officers to assist with the transport of Lodi inmates; and

WHEREAS, the agreement, attached hereto as Exhibit A, identifies the participation and requirements of the City and San Joaquin County.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement between the City of Lodi and San Joaquin County to provide transportation of Lodi City jail inmates to the Stockton courthouse.

Dated: February 20, 2013

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I hereby certify that Resolution No. 2013-17 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and  
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL

City Clerk

## San Joaquin County Sheriffs Office Custody Transportation Unit Agreement with Lodi Police Department

This agreement entered into on \_\_\_\_\_ between the San Joaquin County Sheriffs Office and the City of Lodi Police Department,

The San Joaquin County Sheriffs Office agrees to provide transportation as needed on a daily basis, for arrestees in the Lodi City Jail to Stockton Court, thereby relieving Lodi Police Officers from the need to transport their arrestees to San Joaquin County Jail for Booking.

The Lodi Police Department agrees to provide the equivalent of one full time Lodi Police Officer ("LPD Transportation Officer") to the San Joaquin County Sheriff's Office Custody Transportation Unit to assist with the transportation and supervision of Lodi and San Joaquin County inmate transportation.

The San Joaquin County Sheriffs Office agrees to provide transportation for arrestees that are suitable for incarceration and transportation, in accordance with San Joaquin County Sheriff's Office Policy, Sheriffs Office Custody Policy, and San Joaquin County Correctional Health Care Policy.

The LPD Transportation Officer that will be assigned to work at the direction of the Sheriff's Office Transportation Unit Monday through Friday. The Lodi Police Department will provide relief for this Officer when the employee is absent (sick leave, vacation, or other leave).

The Lodi Police Department agrees that the LPD Transportation Officer will complete a 56 hour Jail Operations Training Course which will be provided at the expense of the San Joaquin County Sheriff's Office. Lodi agrees to follow all San Joaquin County Sheriffs Office Policies related to supervision and transportation of inmates. San Joaquin County agrees to follow all Lodi Police Department Policies regarding inmates while on the Lodi Police Department premises.

The Lodi Police Department Transportation Officer will be able to satisfactorily operate Sheriff's Office transportation vehicles within six months of the implementation date of this agreement, including those requiring a California Class B driver's license. The San Joaquin County Sheriff agrees to provide the necessary training for the LPD Transportation Officer assigned to the Sheriff's Office Transportation Unit without delay and to include training necessary to obtain a California Class B drivers license.

Each agency participating in this Agreement shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating in the Transportation. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by it and injured in the course and scope of their duties while assigned to the Transportation duties,

Each participating agency, insofar as it may legally do so, shall hold **harmless** all other participating agencies, their officers, agents, and employees **from** and against any and **all** claims **and** demands whatsoever resulting from their negligence or omissions in connection with the acts related to this Agreement.

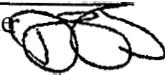
The parties further **agree** to **take out** and maintain during the entire term of **this** Agreement the insurance required **by** Exhibit B to this Agreement attached hereto and incorporated by this reference,

Approved **for County** by Sheriff Steve Moore:

Approved for Lodi Police Department by:

Approved **as to Form**

By: \_\_\_\_\_  
Matthew Dacey  
Deputy County Counsel  
San Joaquin County

By: \_\_\_\_\_  
D. Stephen Schwabauer   
Lodi City Attorney



Insurance Requirements for Contractor The Contractor shall take out **and** maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall *protect* the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly *or* indirectly employed by either *of* them, and the amount of such insurance shall be as follows:

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|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <p><b>I. <u>COMPREHENSIVE GENERAL LIABILITY</u></b></p> <p>\$1,000,000 Ea. Occurrence<br/>\$2,000,000 Aggregate</p> | <p><b>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b></p> <p>\$1,000,000 Each Occurrence</p> |
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NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes or limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it **is** insuring.

A copy of the certificate of insurance with the following endorsements (which may be blanket endorsements) shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers and Employees as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
**Such** insurance as is afforded by the endorsement for the Additional Insureds shall apply as **primary** insurance. Any other insurance maintained by the City of Lodi or **its** officers and employees shall be excess only and **not** contributing with **the** insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein **of** more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
**This** policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, **Worker's** Compensation Insurance for all *of* Contractor's employees employed at the site of the project and, **if** any work is sublet; Contractor shall require the subcontractor similarly to provide **Worker's** Compensation Insurance *for all of the latter's* employees, unless such employees are covered by the protection afforded by the Contractor. **In case** any class of employees engaged in **hazardous** work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide **and shall cause** each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will **any work begin** on a project until the proper insurance certificate **is** received by the Public Works Department. Please **be sure your** Insurance company sends this **certificate to** the attention of the Lodi **Police** Department, **215 W. Elm St.**, Lodi, CA 95240.