County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 29 , 2004

The Honorable Board of Supervisors
County of Los Angeles
343 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION TO RENEW INTRASTATE TRANSPORTATION OF PRISONER AGREEMENTS (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the renewal of the Intrastate Transportation of Prisoner Agreements with 39 California counties listed on Attachment I, effective July 1, 2004, or upon execution, through June 30, 2009.

2. Instruct the Chairman of the Board to sign each agreement for the Renewal of Intrastate Transportation of Prisoners, upon execution by each of the participating California counties (see attachments). Costs are fully reimbursed by the participating counties.

3. Authorize the Sheriff's Department to provide the requested service and to approve and sign amendments to this contract, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The agreement for Intrastate Transportation of Prisoners with various counties in the State of California will expire on June 30, 2004. These agreements are renewable for terms not to exceed five years. Your Board is requested to renew these agreements for a new five-year period, beginning July 1, 2004 through June 30, 2009, or upon execution by the contract county.

The Sheriff's statewide prisoner transportation system makes twenty-six (26) weekly trips to deliver and pick up Los Angeles County prisoners at several state and local custodial facilities, located throughout California. Provisions of this service to other counties does not require additional buses or cost to the Department. Under the terms of the agreement, prisoners from other participating counties will be transported, subject to the availability of bus space and only under regular schedules, along established routes. Los Angeles County prisoners have first priority.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This agreement relates to the Strategic Goal of Fiscal Responsibility. The agreement will renew existing agreements with various counties throughout the State of California and provide revenue reimbursement to the Sheriff's Department for services rendered.

FISCAL IMPACT/FINANCING/LEGAL REQUIREMENTS

Under the terms of the agreement, all participating counties are billed for services rendered at annually adjusted rates established by the Auditor-Controller. Revenue generated under these rates fully reimburse the Department's costs associated with the pickup and delivery of prisoners within individual counties.

FACTS AND PROVISIONS

This contract is authorized under Sections 26775-26778 of the California Government Code. To date, not all counties have returned the agreement. Many of the remaining counties have notified my staff that they expect to obtain their Board of Supervisors' approval and return the executed agreements to Los Angeles County for your processing.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

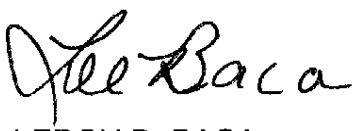
None. The Sheriff will provide the requested service within the resources included in the Department's budget. The Sheriff's Department's statewide transportation system makes weekly trips whether or not other counties utilize this service. Under the terms of the agreement, all participating counties are billed for services rendered at annually adjusted rates established by the Auditor-Controller. Revenue generated under these

rates fully reimburses Los Angeles County's costs associated with the pickup and delivery of prisoners within individual counties. The additional revenue generated will further reduce the net county cost of the "system per mile" charges collected for otherwise vacant bus seats.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors return three (3) originally executed agreements from each participating county signed by the Chairman of the Board, to the Sheriff's Department's Contract Law Enforcement Bureau for further processing.

Respectfully submitted,



LEROY D. BACA
SHERIFF

Attachment I

PRISONER TRANSPORTATION AGREEMENT RENEWALS
July 1, 2004–June 30, 2009

ALAMEDA COUNTY
AMADOR COUNTY
BUTTE COUNTY
COLUSA COUNTY
CONTRA COSTA COUNTY
EL DORADO COUNTY
FRESNO COUNTY
GLENN COUNTY
HUMBOLDT COUNTY
KERN COUNTY
LAKE COUNTY
MADERA COUNTY
MARIN COUNTY
MERCED COUNTY
MONTEREY COUNTY
ORANGE COUNTY
NAPA COUNTY
NEVADA COUNTY
PLACER COUNTY
RIVERSIDE COUNTY
SACRAMENTO COUNTY
SAN BENITO COUNTY
SAN BERNARDINO COUNTY
SAN DIEGO COUNTY
SAN FRANCISCO CITY &COUNTY
SAN LUIS OBISPO COUNTY
SAN MATEO COUNTY
SANTA BARBARA COUNTY
SANTA CLARA COUNTY
SANTA CRUZ COUNTY
SHASTA COUNTY
SISKIYOU COUNTY
SOLANO COUNTY
STANISLAUS COUNTY
TEHAMA COUNTY
TRINITY COUNTY
VENTURA COUNTY
YOLO COUNTY
YUBA COUNTY

Attachment II

AGREEMENT FOR THE
TRANSPORTATION OF PRISONERS

THIS AGREEMENT, dated for purposes of reference only, _____ , 2004, is made by and between the COUNTY OF LOS ANGELES, and the COUNTY OF FIELD(1).

RECITALS:

(a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of FIELD(1).

(b) The County of FIELD(1) is responsible for the transportation of said prisoners from the location where they are in custody to the County of FIELD(1). This process involves considerable cost.

(c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California.

(d) The County of FIELD(1) is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of FIELD(1). The Los Angeles County Sheriff's Department is willing, able and desires to perform this service.

(e) A contract of this kind is authorized by Section 26775 of the California Government Code, Title 3, Division 2, Part 3, Chapter 2, Article 8.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County of Los Angeles agrees, through the Los Angeles County Sheriff's

Department, to provide prisoner transportation services for the County of FIELD(1), specifically for the transportation of said prisoners who are arrested and held within the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.

2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the County of FIELD(1) shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County of Los Angeles and the County of FIELD(1).

2.3 With regard to sections 2.1 and 2.2, the County of Los Angeles, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.4 The contracting County of FIELD(1) shall not be called upon to assume any liability for the direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of FIELD(1). Except as herein otherwise specified, the County of FIELD(1) shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of his/her employment as a contract employee of the County of FIELD(1).

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angles agrees that the Los Angeles County Civil Service Rules to

which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 PERFORMANCE OF CONTRACT

3.1 The County of Los Angeles, upon request by the County of FIELD(1), will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of FIELD(1) to a place mutually agreeable to the parties; either to the County of FIELD(1) or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.

3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.

3.3 The County of FIELD(1), upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of FIELD(1) or the mutually agreed upon location by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message will indicate any necessary special instructions; identifying any security risks and/or potential health and/or safety threats to law enforcement personnel, the

public and/or the prisoner to be transported. The message will also indicate the date of arrest and when the prisoner will be available for transportation to the County of FIELD(1) or location of mutual agreement.

3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of FIELD(1) requesting transportation, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of FIELD(1) or location of mutual agreement.

3.5 The County of Los Angeles shall be responsible for the physical custody of FIELD(1) County prisoners beginning when the Los Angeles County Sheriff's Department transportation personnel have accepted the prisoners, their property and their necessary paper work from the arresting law enforcement agency.

3.6 The County of Los Angeles hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled or injured County of FIELD(1) prisoner. Such mentally ill, sick, handicapped, disabled or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles

County Sheriff's Department accepts physical custody of the prisoner. In the event that a well prisoner transported on behalf of the County of FIELD(1), becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of FIELD(1) by means of a supplemental bill issued by and paid to the Los Angeles County Sheriff's Department. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the requesting County or agency via CLETS of this fact, and the reason therefore.

3.7 The County of Los Angeles will only transport male prisoners 16 years or older.

3.8 The County of Los Angeles, upon accepting County of FIELD(1) prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the agency of the County of FIELD(1) requesting transportation, of the delay, the reason therefore, and the expected delivery date.

4.0 INDEMNIFICATION

4.1 The County of FIELD(1) agrees to indemnify, defend and hold harmless the County of Los Angeles, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising

from or connected with the County of FIELD(1) Operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the County of FIELD(1) by any person pursuant to this agreement.

4.2 The County of Los Angeles agrees to indemnify, defend and hold harmless the County of FIELD(1), its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the County of Los Angeles' Operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with the services performed on behalf of the County of Los Angeles by any person pursuant to this agreement.

5.0 TERM OF CONTRACT

5.1 This agreement shall become effective on the date it is executed by the County of Los Angeles and shall remain in effect through June 30, 2009.

6.0 RIGHT OF TERMINATION

6.1 The County of Los Angeles, or the County of FIELD(1) may terminate this Agreement upon sixty (60) days written notice to the other party.

6.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

7.0 CONTRACT SUM

7.1 The County of FIELD(1) will pay for such service or services as are required and requested, and provided under this contract during the Fiscal Year 2004-2005 at the following rates or combinations thereof, plus such additional amounts as determined by the County of Los Angeles Auditor-Controller that will reflect any amendment to the Los Angeles County Salary Ordinance related to salaries and employee benefits adopted by the Board of Supervisors, and departmental, divisional, bureau, and Countywide indirect expenses, applicable services and supplies and bus maintenance costs.

The County of FIELD(1) shall pay for the services provided under the terms of this service agreement at the rates established by the Auditor-Controller.

FINAL RATES FOR FY 2004-2005

Cost per prisoner, per mile	$ 0.55
Add: Per Meal	$ 6.17

In addition, if significant deputy sheriff's time is spent in booking or picking up prisoners, an hourly rate of $55.35 per service hour will be added to the regularly computed service charge.

The foregoing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of Los Angeles County.

The County of FIELD(1) shall be notified of the new rates established by the Los Angeles County Auditor-Controller. If the cost of providing the service changes at any time, the

County of FIELD(1) shall be notified of each such change in writing and the new rate shall be effective on the first day of the calendar month following such a notice.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of FIELD(1) within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and the County of FIELD(1) shall pay Los Angeles County for all undisputed amounts within sixty (60) days after date of said invoice.

8.2 If such payment is not delivered to the County of Los Angeles office which is described on said invoice within sixty (60) days after the date of the invoice, the County of Los Angeles is entitled to recover interest thereon. For all disputed amounts, the County of FIELD(1) shall provide County of Los Angeles with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

8.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.0 ENTIRE AGREEMENT

9.1 This Agreement constitutes the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in

writing and mutually executed by authorized personnel on behalf of the County of FIELD(1) and the County of Los Angeles.

Attachment II

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND THE COUNTY OF FIELD(1)

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the County of FIELD(1) has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

Dated: _____

By _____
Chairman, Board of Supervisors

COUNTY OF FIELD(1)

Dated: _____

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk of the
Board of Supervisors

By_____

APPROVED AS TO FORM:

County Counsel

_____
Senior Deputy County Counsel

APPROVED AS TO FORM:

FIELD(1) County Counsel

By _____
County Counsel Deputy