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

LEROY D. BACA, SHERIFF

August 3, 2004

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

Dear Supervisors:

PRISONER TRANSPORTATION SERVICE AGREEMENTS BETWEEN THE COUNTY OF LOS ANGELES AND THE CITIES OF SANTA MONICA AND HUNTINGTON PARK (FIRST, THIRD AND FOURTH DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Prisoner Transportation Service Agreements with the Cities of Santa Monica and Huntington Park effective upon the Board's execution through June 30, 2007, with the Sheriff having the option of executing two (2) 1 year renewals, not to exceed a total contract term of five (5) years.

2. Instruct the Chairman to sign each agreement, effective upon the execution date by each City through June 30, 2007.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the agreements is for the Los Angeles County Sheriff's Department to be compensated for the cost of transporting prisoners of the Santa Monica Police Department and the Huntington Park Police Department to the Los Angeles Superior Airport Court and Metropolitan Court.

The Cities of Santa Monica and Huntington Park have requested the services due to the recent closure of the Superior Court prisoner lockups within the Santa Monica and the Huntington Park Courts, and the Superior Court having transferred the criminal court

operations from Santa Monica Court to the Airport Court and from Huntington Park Court to the Metropolitan Court.

Whereas the Santa Monica and the Huntington Park Police Departments were previously able to deliver their prisoners to be arraigned within the local courts, their prisoners must now be transported outside their respective police jurisdictions to be arraigned. Neither City has the resources for transporting prisoners elsewhere for arraignment. Both Cities wish to contract with the Sheriff for prisoner transportation services.

The Sheriff's Department's Transportation Bureau has the capacity to accommodate Santa Monica and Huntington Park Police Departments' prisoners on the buses currently used to transport prisoners from County detention facilities to the Airport and Metropolitan Courts. Providing transportation for Santa Monica and Huntington Park Police Departments' prisoners will require no additional transportation vehicles or human resources, but will simply require modifying the current routes between the County detention facilities and the courts in question.

FISCAL IMPACT / FINANCING

None. Under the terms of the agreements, the Cities of Santa Monica and Huntington Park shall pay the Sheriff's Department for the services at the prevailing hourly personnel and mileage rates determined annually by the Auditor-Controller, pursuant to the policies adopted by your Board. Each City will pay for the time spent by the Sheriff's transportation crew and for the mileage added to the current bus routes.

Fiscal Year 2004-05 aggregate revenue estimates for the two contracts is $148,000. These revenues will be collected from each City in the form of monthly payments that are equivalent to one-twelfth (1/12) of the annual contract cost.

FACTS AND PROVISIONS

The Cities of Santa Monica and Huntington Park desire to obtain prisoner transportation services from the Sheriff. The initial term of the agreements is three (3) years. The contracts have a renewal option, with approval by the Sheriff and each City, for an additional two (2) years.

The billing rates are subject to change on July 1 of each year, pursuant to any adjustments established by the Auditor-Controller.

The agreements have been approved as to form by County Counsel.

The attached contract analysis is in accordance with the Board of Supervisors' policy and has been approved by the Auditor-Controller and the Chief Administrative Office.

IMPACT ON CURRENT SERVICES

Transporting Santa Monica Police Department's prisoners to the Airport Court and transporting Huntington Park Police Department's prisoners to the Metropolitan Court will have no substantial impact on the Sheriff's ability to timely transport County prisoners to the same courts. Both the County of Los Angeles and the Cities in question benefit; the transportation buses will be used more efficiently by operating closer to capacity, the cost of transporting County prisoners will be partially offset by the revenue collected from the Cities, and the Cities will be able to forego investing in special vehicles and additional personnel in order to transport their prisoners to court.

Neither contract will affect the Sheriff's services being provided in the County's unincorporated areas. The services in question do not draw from any of the Sheriff's resources being used to service unincorporated areas. Instead, the contracts will only consume a portion of the Sheriff's resources that are currently being used to transport County prisoners to court.

CONCLUSION

Santa Monica and Huntington Park Police Departments' request for the Sheriff to provide prisoner transportation services came as a result of the Superior Court's decision to eliminate criminal courtrooms from each city's local courthouse. Their police departments now have only two options for delivering their prisoners to court:

(1) acquire the vehicles and personnel necessary to transport their prisoners to courts outside their city limits, and then coordinate the arrival of their vehicles and prisoners around the arrival of the Sheriff's delivery of County prisoners, thereby complicating the work of the Sheriff's lockup crew at each courthouse, or

(2) enter a contract with the County to place prisoners on the Sheriff's buses that travel from County detention facilities to the same courts.

The most practical solution is for the cities to choose the second option and pay the Sheriff's personnel and mileage costs for transporting the cities' prisoners to court.

Should the Prisoner Transportation Services Agreements be approved, please forward the signed agreements to the Sheriff's Department's Contract Law Enforcement Bureau, attention Captain Edward Rogner.

Respectfully submitted,

LEROY D. BACA
SHERIFF

AGREEMENT BY AND BETWEEN
THE CITY OF SANTA MONICA
AND THE COUNTY OF LOS ANGELES
FOR THE TRANSPORTATION AND CUSTODY OF
SANTA MONICA POLICE DEPARTMENT PRISONERS
BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

This AGREEMENT, dated July 1, 2004 for reference only, is made and entered by and between the CITY OF SANTA MONICA ("CITY"), a municipal corporation, and the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California.

1.0 RECITALS

1.1 WHEREAS, the Santa Monica Police Department (hereinafter "SMPD") and the Los Angeles County Sheriff's Department (hereinafter "LASD") each have similar responsibilities in the detention, transportation, and arraignment of prisoners, and

1.2 WHEREAS, the Los Angeles Superior Court has discontinued hearing criminal matters in the Santa Monica Courthouse and has transferred all such criminal matters to the Los Angeles Airport Courthouse (hereinafter "LAX Court"), and

1.3 WHEREAS, persons arrested and detained by SMPD shall need to be transported under guarded supervision from SMPD's detention facility to LAX Court, and

1.4 WHEREAS, the COUNTY is authorized to enter into this AGREEMENT by the provisions of Section 56 3-4 of the Charter of the County of Los Angeles.

NOW THEREFORE, the parties hereto agree that LASD shall transport ambulatory SMPD prisoners from SMPD's detention facility to be arraigned at the LAX Court. LASD shall retain custody of any prisoners who are arraigned and/or remanded to custody by the Court pursuant to the terms and conditions contained in the SMPD-LASD Prisoner Transportation Statement of Work (hereinafter "SOW"), which is attached hereto as Exhibit A and incorporated herein, and in further accordance with the following procedures:
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2.0 OBLIGATIONS OF LASD

2.1 LASD shall provide "Basic Service" consisting of the following:

2.1.1 Providing one (1) pickup and transport of ambulatory SMPD prisoners from SMPD's detention facility to LAX Court on each Court business day.

2.1.2 Providing one (1) transportation bus to make the aforementioned pickup and transport. While LASD reserves the right under this Agreement to transport County prisoners and SMPD prisoners in the same transportation bus, LASD shall ensure that the transportation bus shall have sufficient remaining capacity to accommodate all SMPD prisoners listed on the daily Order to Transport submitted by SMPD, up to the total prisoner capacity of the transportation bus.

2.1.3 Two (2) Deputy Sheriff's shall be on board the transportation bus during the transportation of SMPD's prisoners. The Deputies shall share responsibilities for driving, supervising the loading, unloading, handcuffing, chaining, etc. of prisoners, and supervising the prisoners while in transit.

2.1.4 Basic Service shall be billed at the rate shown in Exhibit B (Pricing and Billing Schedule).

2.2 Basic Transportation Service shall be provided only in response to an Order to Transport issued by SMPD in accordance with the provision of the attached SOW.

2.3 SMPD shall have its prisoners ready for transportation at the appointed pick up time as determined by LASD's Transportation Bureau. Any SMPD prisoners who are not ready for transport at the scheduled departure time shall be transported to court by SMPD.

2.4 Each SMPD prisoner's property and custodial paperwork shall be transported with the prisoner in compliance with LASD policies regarding the transportation of prisoner property as described in the attached SOW.

2.5 SMPD prisoners shall remain in the custody of LASD and held in the proper Court or County detention facility, or released when appropriate.

2.6 LASD and court personnel shall retain legal responsibility for, and physical custody of, prisoners at the court facility pursuant to the SOW.

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2.7 Each prisoner's court attendance shall be coordinated with the SMPD Court Liaison.

2.8 LASD shall collate all prisoner related custody paperwork and forward such paperwork to LASD's Inmate Reception Center.

3.0 OBLIGATIONS OF SMPD

3.1 Generate and transmit an Order to Transport:

3.1.1 SMPD shall transmit an Order to Transport to LASD from SMPD's detention facility having processed prisoners scheduled to appear at LAX Court for either a misdemeanor or felony charge on that day.

3.1.2 The Order to Transport shall follow protocol as outlined in the SOW.

3.2 Transfer of Prisoners to LASD

3.2.1 SMPD shall arrange, package and address each prisoner's property and custodial paperwork.

3.2.2 SMPD shall have prisoners, property, paperwork and personnel ready to complete transfer upon arrival of LASD vehicles.

3.2.3 SMPD personnel shall maintain security in and around SMPD facilities in accordance with the SOW.

3.2.4 SMPD shall assist in transferring and security prisoners aboard transportation vehicle pursuant to the SOW.

3.2.5 Custody of a prisoner shall be transferred to LASD only after the prisoner is secured within the LASD transportation bus.

3.2.6 SMPD shall either retake physical custody of or release any and all SMPD prisoners who are not arraigned, regardless of the reason for the prisoner(s) in question not being arraigned. If SMPD chooses to retake physical custody of such prisoners, then SMPD shall do so within ninety (90) minutes of being notified by LASD. If SMPD chooses for such prisoners to be released, then SMPD shall fax to LASD written authorization for LASD to release the prisoner(s) in question. The written authorization shall be faxed to the number provided by LASD when notification of non-arraignment is given.

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3.2.7 If an officer of the Court issues an order to transport a pre-arraigned SMPD prisoner to another location for any reason, then SMPD shall retrieve the prisoner from LAX Court and transport the prisoner according to the Court's instructions.

3.2.8 Whenever the number of prisoners shown on the daily Order to Transport exceeds the total prisoner capacity of the transportation bus as described in Subsection 2.1.2, above, then SMPD shall have the option of purchasing Supplemental Transportation Services at the hourly overtime rate and mileage rate shown in Exhibit B. LASD'S Transportation Bureau retains the right to refuse to provide Supplemental Transportation Services. Under such circumstances, SMPD shall be responsible for transporting any and all prisoners who cannot be accommodated on the transportation bus.

3.3 SMPD Court Liaison shall:

3.3.1 Process paperwork and obtain the necessary complaints, if available.

3.3.2 Coordinate prisoner's attendance in arraignment court with LASD.

3.3.3 Serve as a liaison for SMPD with the Court and LASD.

3.4 Within thirty (30) business days of the execution date of this agreement SMPD shall provide sixteen (16) pairs of Smith and Wesson Model 100 nickel handcuffs to LASD's Transportation Bureau for conversion to waist chains.

4.0 FEES AND PAYMENT

4.1 The fee for services provided by LASD pursuant to the term of this Agreement shall be the amount charged for Basic Transportation Service.

4.2 The fee for Basic Transportation Service shall be annualized based upon one (1) LASD Fiscal Year, which begins on July 1 and ends on June 30 of the following calendar year. The fee for one Fiscal Year shall be referred to hereinafter as the Annual Base Rate, and shall be adjusted annually as described in Section 4.7 of this Agreement.

4.3 The Annual Base Rate for LASD's Fiscal Year 2004-2005 is shown in Exhibit B (Pricing and Billing Schedule).

4.4 CITY shall be billed monthly in arrears for Basic Transportation Services and any Special Transportation Services costs incurred during the month

being billed. Basic Transportation Services shall be billed at a rate equivalent to one-twelfth (1/12) of the Annual Base Rate. For Basic Transportation Service provided under this Agreement prior to the LASD Fiscal Year beginning on July 1, 2004, CITY shall be billed monthly in arrears at the Annual Base Rate for Fiscal Year 2004-2005.

4.5 The first invoice shall include a one-time charge for LASD's cost of converting the new handcuffs mentioned in Subsection 3.4, above, into waist chains for use with SMPD's prisoners. The one-time charge for materials used for the conversion into waist chains is shown in Exhibit B.

4.6 CITY shall pay each invoice within sixty (60) days of receipt of the invoice. If payment is not rendered in full within sixty (60) days of receipt of the invoice, COUNTY is entitled to recover interest on any unpaid balance at the rate of 10% per annum from the last date of the month in question.

4.7 The Annual Base Rate, along with the hourly overtime rate and the mileage rate for Supplemental Transportation Services, shall be adjusted annually according to the personnel and mileage costs that are determined by the Los Angeles County Auditor-Controller. The adjusted rates shall take effect at 12:00 a.m. on July 1 of each year.

4.8 The City shall be notified of the new rates cited in Subsection 4.7 no less than sixty (60) days prior to the date upon which the new rate becomes effective.

5.0 LIABILITY, INDEMNITY AND INSURANCE

5.1 Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by COUNTY under or in connection with any authority or jurisdictions delegated to COUNTY under this Agreement.

5.2 Pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by COUNTY or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to COUNTY under this Agreement.

5.3 Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by CITY under or in connection with any authority or jurisdiction delegated to CITY under this Agreement.

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5.4 Pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by CITY or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to CITY under this Agreement.

5.5 COUNTY certifies that it is self-insured for all vehicle liability, general liability and workers' compensation exposures, for all claims that may arise resulting from the performance of this Agreement.

6.0 TERM, TERMINATION AND EXTENSIONS

6.1 This Agreement shall remain in full force and effect until June 30, 2007 (the Initial Term) unless terminated earlier by either Party upon sixty (60) days written notice to the other Party.

6.2 The Initial Term of this Agreement may be extended for two (2) additional years pursuant to Subsection 7.2 of this Agreement. In no event shall the total Term of this Agreement exceed five (5) years without the written authorization of the COUNTY.

7.0 AMENDMENTS

7.1 Amendments to this Agreement shall be in writing and shall be executed by COUNTY and by CITY in the same manner as the original Agreement.

7.2 Amendments to the attached SOW and extensions to the Initial Term not exceeding two (2) years shall be in writing and shall be executed by the Sheriff and by CITY's authorized representative.

8.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the entirety of the agreement between COUNTY and CITY and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, whether oral or written.

9.0 OWNERSHIP

Any and all documents, material, data, and reports originated by a Party to this Agreement shall remain the sole property of the originating party.

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IN 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 City of Santa Monica has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County Board of Supervisors

By _____
Deputy

THE CITY OF SANTA MONICA

By _____
SUSAN McCARTHY
City Manager

ATTEST:

By Maria Stewart (as)
MARIA STEWART
City Clerk

APPROVED AS TO FORM:

By Marsha Jones Moutrie
MARSHA JONES MOUTRIE
City Attorney

APPROVED AS TO FORM:

Office of the County Counsel

By Gary Gross
Principal Deputy County Counsel

EXHIBIT A

SMPD-LASD
PRISONER TRANSPORTATION
STATEMENT OF WORK

This Statement of Work ("SOW") shall serve as an addendum to the Agreement by and between the City of Santa Monica and the County of Los Angeles and shall address issues relating to the security and transportation of pre-arraignment prisoners of the Santa Monica Police Department ("SMPD") and their property by the Los Angeles County Sheriff's Department ("LASD"). The issues presented herein are agreed to by the Sheriff of Los Angeles County and by the Chief of Police of the City of Santa Monica, and constitute specific procedures to be followed in order to meet the contractual agreement between the two agencies. This SOW shall remain in effect throughout the term of the transportation Agreement between SMPD and LASD. This SOW shall expire at such time that said transportation contract terminates pursuant to the terms therein. Changes to this SOW can be made at any time throughout the contract period upon mutual agreement between the Sheriff and Chief of Police, or their authorized representatives.

INTER-AGENCY RESPONSIBILITIES:

1. Responsibility of SMPD

A. Timely provide an Order to Transport. The Order to Transport shall be in the form of a teletype and shall be sent no later than 4:30 a.m. The Order to Transport shall also contain information that shall include, but is not limited to, the number of prisoners and their gender and the court destination of each prisoner.

B. Processing all necessary paperwork for court.

C. Preparing the prisoners, their property and their paperwork for transportation. The paperwork shall include a Los Angeles County Unified Arrestee Medical Treatment Form. An example of the form is attached hereto as Exhibit C.

D. The SMPD station or jail facility Watch Commander shall be responsible for all aspects of prisoner security, including the physical custody of the prisoners, their property and paperwork, including all medical papers, during the entire time when the prisoners are housed or contained within a SMPD facility. SMPD shall be solely responsible for responding to any escape attempt initiated by a prisoner before the prisoner is secured aboard the LASD transportation bus.

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E. SMPD shall be deemed to retain the physical custody of and be responsible for SMPD prisoners while said prisoners are within transportation vehicles operated by LASD employees but while such vehicles are stationary and within the boundaries of a SMPD station or jail facility.

F. LASD shall be deemed to have taken physical custody of and shall assume the responsibility of SMPD prisoners only upon the departure of transportation vehicle from a SMPD facility.

G. Access to and security around SMPD's detention facility, both inside and outside, shall be the responsibility of the SMPD Watch Commander for the facility.

H. SMPD personnel shall assist in the placement and securing of prisoners aboard transportation vehicles as requested by LASD employees. Notwithstanding such assistance, the prisoners shall become the responsibility of LASD personnel upon leaving the SMPD facility.

I. Custody of any SMPD prisoner who is not arraigned shall revert back to SMPD. Within ninety (90) minutes of being notified by LASD, SMPD shall either:

(1) pick up any such prisoner(s) from LAX Court and transport such prisoner(s) back to SMPD's detention facility, or

(2) send authorized SMPD personnel to release any such prisoner(s) from LAX Court, or

(3) fax written authorization for LASD to release any such prisoner(s) to the fax number provided by LASD when notification on non-arraignment is given.

2. <u>Responsibility of LASD</u>

A. Basic Transportation Service shall be provided to the SMPD facility located at the following address:

333 Olympic Drive
Santa Monica, CA 90401

B. LASD shall be responsible for transporting prisoners, their property and all associated paperwork to the Los Angeles Superior Court Airport Courthouse (LAX Court).

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C. LASD shall be responsible for the physical custody of prisoners who have been placed within a transportation vehicle upon the vehicle's departure from the abovementioned SMPD detention facility.

D. LASD shall be responsible for determining a prisoner's eligibility for physical release and the return of the prisoner's property following the prisoner's release from custody.

E. Whenever prisoners are remanded to the custody of the Sheriff, LASD shall be responsible for the transportation of all prisoners, their property and paperwork to the appropriate County jail facility.

3. Responsibility of LAX Court Deputies

A. LAX Court Deputies shall accept the custody of prisoners, their property and paperwork.

B. LAX Court Deputies shall be responsible for the custody and movement of prisoners within LAX Court, including within individual courtrooms, corridors, and lockup areas.

C. LAX Court Deputies shall accept court-originated prisoner paperwork, including the delivery of said paperwork to the courthouse lockup areas.

D. LAX Court Deputies shall be responsible for the physical release of eligible prisoners when so ordered by the court or by SMPD pursuant to Subsection 3.2.6 of the Agreement or Subsections 1.I.(3) or 4.D.(3) of this Statement of Work, and shall be responsible for returning the property that accompanied the prisoner to court.

4. Responsibility for Medical Treatment of Sick or Injured Prisoners

A. SMPD shall be responsible for the medical treatment of sick or injured SMPD prisoners until such prisoners are accepted by LASD for transportation and the physical custody of such prisoners has been assumed by LASD pursuant to the terms of this agreement.

B. Prior to accepting custody of SMPD prisoners, the LASD transportation crew shall observe the physical condition of each prisoner, paying particular attention to any individuals who appear to be sick or injured. If any SMPD prisoners have been treated by paramedics, treated in an emergency room, or treated in any other medical treatment facility, then a medical treatment form indicating that the prisoner is ambulatory and capable of being transported within an LASD bus must be issued by the treating party. If a medical treatment form containing such an indication has not been provided by the treating party for a prisoner who appears to

be sick or injured, the LASD transportation crew may refuse to accept such a prisoner until a properly completed medical treatment form is provided. The care and transportation of any and all SMPD prisoners not accepted for transportation by the LASD transportation crew shall remain the sole responsibility of SMPD.

C. LASD shall be responsible for caring for SMPD prisoners who become sick or injured prior to being arraigned and while said prisoners are deemed to be in the physical custody of LASD pursuant to the terms of this Agreement. Such responsibility shall include transportation to an appropriate medical treatment facility if necessary.

D. SMPD shall reassume the responsibility for and the physical custody of any prisoner who is transported to a medical treatment facility by LASD personnel. Accordingly, within ninety (90) minutes of being notified by LASD, SMPD shall either:

(1) send an authorized SMPD officer to retake physical custody of and transport the prisoner back to SMPD's detention facility, or

(2) send an authorized SMPD officer to release the prisoner from the medical treatment facility, or

(3) send written authorization for LASD to release the prisoner to the fax number provided by LASD when notification of the medical transport is given to SMPD.

5. <u>Prisoner Property and Money</u>

A. LASD shall transport only the money and property belonging to the prisoners who are then being transported. SMPD shall secure all prisoner property and money within the containers specified by LASD prior to the time of transportation.

B. SMPD shall prepare each prisoner's property in accordance with the following LASD policy:

(1) All items of personal property must fit into and be completely enclosed in a clear plastic bag with dimensions that shall not exceed ten (10) inches by fifteen (15) inches.

(2) All items enclosed in the clear plastic bag shall be clearly and properly identified on the booking slip accompanying each prisoner and shall also be listed on a Property Transmittal Form.

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(3) All mobile telephones, pagers, and other electronic devices shall be turned off prior to being placed within a plastic bag.

(4) All personal items and jewelry, in addition to being properly identified on the booking slip, shall be enclosed in sealed manila envelopes with the description of the enclosed items written on the outside of the envelope. The arresting officer's initials shall be written across the edge of the sealed flap of the envelope.

(5) All food stamps, in addition to being properly identified on the booking slip, shall be enclosed in sealed manila envelopes with the description and the value of the enclosed items written on the outside of the envelope. The arresting officer's initials shall be written across the edge of the sealed flap of the envelope.

(6) The IRC shall not accept the following personal property items:

(a) Knives or other weapons, including but not limited to tools such as screwdrivers, pliers, etc.

(b) Cigarettes, cigars and other tobacco products, or disposable lighters. ("Zippo" or other non-disposable lighters will be accepted.)

(c) Candy or other food items.

(d) Any personal property items that are unable to fit into and be completely enclosed within the prescribed clear plastic bag described above.

(e) Any sealed, unsealed, or resealable vessel containing liquids of any type.

(7) All personal property items that are not accepted shall either be disposed or stored by the arresting agency. If personal property is disposed or stored by the arresting agency, this information shall be clearly noted on the booking slip as follows:

(a) Any items not delivered to the IRC because they did not conform to the size restrictions mentioned above shall be described on the booking slip as "bulk" property, and the booking slip shall indicate where the items are being stored.

(b) The status of any items not delivered to the IRC because they failed to conform to any of the other restrictions mentioned above shall be noted on the booking slip.

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(c) The prisoners' property that is placed within the clear plastic bags shall be listed and verified by SMPD on a Property Transmittal Form.

(d) SMPD shall place the Property Transmittal Form and all property within a Property Bag provided by LASD. SMPD shall lock the Property Bag.

(e) A member of LASD's transportation crew shall sign for receipt of the locked property bag and transport the locked property bag to LAX Court with the prisoners.

(f) LAX Court personnel shall promptly notify SMPD of discrepancies between the contents of the Property Bag and the contents listed on the Property Transmittal form.

6. Special Transportation Issues

In the event that the LASD transportation crew determines that any SMPD prisoner is not suitable for transportation on a bus because the prisoner presents an unusually high escape risk, is unusually dangerous, is of high notoriety, or any other reason, then SMPD may appeal such a determination to LASD's Transportation Bureau Watch Commander.

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EXHIBIT B

PRICING AND BILLING SCHEDULE

BASIC TRANSPORTATION SERVICES

Annual Base Rate – Fiscal Year 2004-2005	$65,820.00
Monthly Flat Rate – Billed @ 1/12 Annual Contract Rate	$5,485.00

ONE-TIME START UP COSTS

Bulk Chain for Waist Chains – 400 foot spool	$200.00

SUPPLEMENTAL TRANSPORTATION SERVICES

Hourly Overtime Rate – per Deputy	$51.95
Mileage Rate – Transportation Bus – Cost per Mile	$1.196

AGREEMENT BY AND BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE COUNTY OF LOS ANGELES
FOR THE TRANSPORTATION AND CUSTODY OF
HUNTINGTON PARK POLICE DEPARTMENT PRISONERS
BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

This AGREEMENT, dated July 1, 2004 for reference only, is made and entered by and between the CITY OF HUNTINGTON PARK ("CITY"), a municipal corporation, and the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California.

1.0 RECITALS

1.1 WHEREAS, the Huntington Park Police Department (hereinafter "HPPD") and the Los Angeles County Sheriff's Department (hereinafter "LASD") each have similar responsibilities in the detention, transportation, and arraignment of prisoners, and

1.2 WHEREAS, the Los Angeles Superior Court has discontinued hearing criminal matters in the Huntington Park Courthouse and has transferred all such criminal matters to the Metropolitan Courthouse (hereinafter "Metro Court"), and

1.3 WHEREAS, persons arrested and detained by HPPD shall need to be transported under guarded supervision from HPPD's detention facility to Metro Court, and

1.4 WHEREAS, the COUNTY is authorized to enter into this AGREEMENT by the provisions of Section 56 3-4 of the Charter of the County of Los Angeles.

NOW THEREFORE, the parties hereto agree that LASD shall transport ambulatory HPPD prisoners from HPPD's detention facility to be arraigned at the Metro Court. LASD shall retain custody of any prisoners who are arraigned and/or remanded to custody by the Court pursuant to the terms and conditions contained in the HPPD-LASD Prisoner Transportation Statement of Work (hereinafter "SOW"), which is attached hereto as Exhibit A and incorporated herein, and in further accordance with the following procedures:

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2.0 OBLIGATIONS OF LASD

2.1 LASD shall provide "Basic Service" consisting of the following:

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2.1.2 Providing one (1) transportation bus to make the aforementioned pickup and transport. While LASD reserves the right under this Agreement to transport County prisoners and HPPD prisoners in the same transportation bus, LASD shall ensure that the transportation bus shall have sufficient remaining capacity to accommodate all HPPD prisoners listed on the daily Order to Transport submitted by HPPD, up to the total prisoner capacity of the transportation bus.

2.1.3 Two (2) Deputy Sheriff's shall be on board the transportation bus during the transportation of HPPD's prisoners. The Deputies shall share responsibilities for driving, supervising the loading, unloading, handcuffing, chaining, etc. of prisoners, and supervising the prisoners while in transit.

2.1.4 Basic Service shall be billed at the rate shown in Exhibit B (Pricing and Billing Schedule).

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2.3 HPPD shall have its prisoners ready for transportation at the appointed pick up time as determined by LASD's Transportation Bureau. Any HPPD prisoners who are not ready for transport at the scheduled departure time shall be transported to court by HPPD.

2.4 Each HPPD prisoner's property and custodial paperwork shall be transported with the prisoner in compliance with LASD policies regarding the transportation of prisoner property as described in the attached SOW.

2.5 HPPD prisoners shall remain in the custody of LASD and held in the proper Court or County detention facility, or released when appropriate.

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2.7 Each prisoner's court attendance shall be coordinated with the HPPD Court Liaison.

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3.2 Transfer of Prisoners to LASD

3.2.1 HPPD shall arrange, package and address each prisoner's property and custodial paperwork.

3.2.2 HPPD shall have prisoners, property, paperwork and personnel ready to complete transfer upon arrival of LASD vehicles.

3.2.3 HPPD personnel shall maintain security in and around HPPD facilities in accordance with the SOW.

3.2.4 HPPD shall assist in transferring and security prisoners aboard transportation vehicle pursuant to the SOW.

3.2.5 Custody of a prisoner shall be transferred to LASD only after the prisoner is secured within the LASD transportation bus.

3.2.6 HPPD shall either retake physical custody of or release any and all HPPD prisoners who are not arraigned, regardless of the reason for the prisoner(s) in question not being arraigned. If HPPD chooses to retake physical custody of such prisoners, then HPPD shall do so within ninety (90) minutes of being notified by LASD. If HPPD chooses for such prisoners to be released, then HPPD shall fax to LASD written authorization for LASD to release the prisoner(s) in question. The written authorization shall be faxed to the number provided by LASD when notification of non-arraignment is given.

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3.2.7 If an officer of the Court issues an order to transport a pre-arraigned HPPD prisoner to another location for any reason, then HPPD shall retrieve the prisoner from Metro Court and transport the prisoner according to the Court's instructions.

3.2.8 Whenever the number of prisoners shown on the daily Order to Transport exceeds the total prisoner capacity of the transportation bus as described in Subsection 2.1.2, above, then HPPD shall have the option of purchasing Supplemental Transportation Services at the hourly overtime rate and mileage rate shown in Exhibit B. LASD'S Transportation Bureau retains the right to refuse to provide Supplemental Transportation Services. Under such circumstances, HPPD shall be responsible for transporting any and all prisoners who cannot be accommodated on the transportation bus.

3.3 HPPD Court Liaison shall:

3.3.1 Process paperwork and obtain the necessary complaints, if available.

3.3.2 Coordinate prisoner's attendance in arraignment court with LASD.

3.3.3 Serve as a liaison for HPPD with the Court and LASD.

3.4 Within thirty (30) business days of the execution date of this agreement HPPD shall provide sixteen (16) pairs of Smith and Wesson Model 100 nickel handcuffs to LASD's Transportation Bureau for conversion to waist chains.

4.0 FEES AND PAYMENT

4.1 The fee for services provided by LASD pursuant to the term of this Agreement shall be the amount charged for Basic Transportation Service.

4.2 The fee for Basic Transportation Service shall be annualized based upon one (1) LASD Fiscal Year, which begins on July 1 and ends on June 30 of the following calendar year. The fee for one Fiscal Year shall be referred to hereinafter as the Annual Base Rate, and shall be adjusted annually as described in Section 4.7 of this Agreement.

4.3 The Annual Base Rate for LASD's Fiscal Year 2004-2005 is shown in Exhibit B (Pricing and Billing Schedule).

4.4 CITY shall be billed monthly in arrears for Basic Transportation Services and any Special Transportation Services costs incurred during the month

being billed. Basic Transportation Services shall be billed at a rate equivalent to one-twelfth (1/12) of the Annual Base Rate. For Basic Transportation Service provided under this Agreement prior to the LASD Fiscal Year beginning on July 1, 2004, CITY shall be billed monthly in arrears at the Annual Base Rate for Fiscal Year 2004-2005.

4.5 The first invoice shall include a one-time charge for LASD's cost of converting the new handcuffs mentioned in Subsection 3.4, above, into waist chains for use with HPPD's prisoners. The one-time charge for materials used for the conversion into waist chains is shown in Exhibit B.

4.6 CITY shall pay each invoice within sixty (60) days of receipt of the invoice. If payment is not rendered in full within sixty (60) days of receipt of the invoice, COUNTY is entitled to recover interest on any unpaid balance at the rate of 10% per annum from the last date of the month in question.

4.7 The Annual Base Rate, along with the hourly overtime rate and the mileage rate for Supplemental Transportation Services, shall be adjusted annually according to the personnel and mileage costs that are determined by the Los Angeles County Auditor-Controller. The adjusted rates shall take effect at 12:00 a.m. on July 1 of each year.

4.8 The City shall be notified of the new Annual Base Rate no less than sixty (60) days prior to the date upon which the new rate becomes effective.

5.0 LIABILITY, INDEMNITY AND INSURANCE

5.1 Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by COUNTY under or in connection with any authority or jurisdictions delegated to COUNTY under this Agreement.

5.2 Pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by COUNTY or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to COUNTY under this Agreement.

5.3 Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by CITY under or in connection with any authority or jurisdiction delegated to CITY under this Agreement.

5.4 Pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY, its officers and employees, harmless from any liability

imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by CITY or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to CITY under this Agreement.

5.5 COUNTY certifies that it is self-insured for all vehicle liability, general liability and workers' compensation exposures, for all claims that may arise resulting from the performance of this Agreement.

6.0 TERM, TERMINATION AND EXTENSIONS

6.1 This Agreement shall remain in full force and effect until June 30, 2007 (the Initial Term) unless terminated earlier by either Party upon sixty (60) days written notice to the other Party.

6.2 The Initial Term of this Agreement may be extended for two (2) additional years pursuant to Subsection 7.2 of this Agreement. In no event shall the total Term of this Agreement exceed five (5) years without the written authorization of the COUNTY.

7.0 AMENDMENTS

7.1 Amendments to this Agreement shall be in writing and shall be executed by COUNTY and by CITY in the same manner as the original Agreement.

7.2 Amendments to the attached SOW and extensions to the Initial Term not exceeding two (2) years shall be in writing and shall be executed by the Sheriff and by CITY's authorized representative.

8.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the entirety of the agreement between COUNTY and CITY and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, whether oral or written.

9.0 OWNERSHIP

Any and all documents, material, data, and reports originated by a Party to this Agreement shall remain the sole property of the originating party.

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IN 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 City of Santa Monica has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County Board of Supervisors

By _____
Deputy

THE CITY OF HUNTINGTON PARK

By _____
JOHN R. NOGUEZ, Mayor

ATTEST:

By _____
ELBA ROMO, City Clerk

APPROVED AS TO FORM:

Office of the County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

HPPD-LASD
PRISONER TRANSPORTATION
STATEMENT OF WORK

This Statement of Work ("SOW") shall serve as an addendum to the Agreement by and between the City of Huntington Park and the County of Los Angeles and shall address issues relating to the security and transportation of pre-arraignment prisoners of the Huntington Park Police Department ("HPPD") and their property by the Los Angeles County Sheriff's Department ("LASD"). The issues presented herein are agreed to by the Sheriff of Los Angeles County and by the Chief of Police of the City of Huntington Park, and constitute specific procedures to be followed in order to meet the contractual agreement between the two agencies. This SOW shall remain in effect throughout the term of the transportation Agreement between HPPD and LASD. This SOW shall expire at such time that said transportation contract terminates pursuant to the terms therein. Changes to this SOW can be made at any time throughout the contract period upon mutual agreement between the Sheriff and Chief of Police, or their authorized representatives.

INTER-AGENCY RESPONSIBILITIES:

1. <u>Responsibility of HPPD</u>

A. Timely provide an Order to Transport. The Order to Transport shall be in the form of a teletype and shall be sent no later than 4:30 a.m. The Order to Transport shall also contain information that shall include, but is not limited to, the number of prisoners and their gender and the court destination of each prisoner.

B. Processing all necessary paperwork for court.

C. Preparing the prisoners, their property and their paperwork for transportation. The paperwork shall include a Los Angeles County Unified Arrestee Medical Treatment Form. An example of the form is attached hereto as Exhibit C.

D. The HPPD station or jail facility Watch Commander shall be responsible for all aspects of prisoner security, including the physical custody of the prisoners, their property and paperwork, including all medical papers, during the entire time when the prisoners are housed or contained within a HPPD facility. HPPD shall be solely responsible for responding to any escape attempt initiated by a prisoner before the prisoner is secured aboard the LASD transportation bus.

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E. HPPD shall be deemed to retain the physical custody of and be responsible for HPPD prisoners while said prisoners are within transportation vehicles operated by LASD employees but while such vehicles are stationary and within the boundaries of a HPPD station or jail facility.

F. LASD shall be deemed to have taken physical custody of and shall assume the responsibility of HPPD prisoners only upon the departure of transportation vehicle from a HPPD facility.

G. Access to and security around HPPD's detention facility, both inside and outside, shall be the responsibility of the HPPD Watch Commander for the facility.

H. HPPD personnel shall assist in the placement and securing of prisoners aboard transportation vehicles as requested by LASD employees. Notwithstanding such assistance, the prisoners shall become the responsibility of LASD personnel upon leaving the HPPD facility.

I. Custody of any HPPD prisoner who is not arraigned shall revert back to HPPD. Within ninety (90) minutes of being notified by LASD, HPPD shall either:

(1) pick up any such prisoner(s) from Metro Court and transport such prisoner(s) back to HPPD's detention facility, or

(2) send authorized HPPD personnel to release any such prisoner(s) from Metro Court, or

(3) fax written authorization for LASD to release any such prisoner(s) to the fax number provided by LASD when notification on non-arraignment is given.

2. <u>Responsibility of LASD</u>

A. Basic Transportation Service shall be provided to the HPPD facility located at the following address:

Huntington Park Police Department
6542 Miles Avenue
Huntington Park, CA 90255

B. LASD shall be responsible for transporting prisoners, their property and all associated paperwork to the Los Angeles Superior Court's Metropolitan Courthouse (Metro Court).

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C. LASD shall be responsible for the physical custody of prisoners who have been placed within a transportation vehicle upon the vehicle's departure from the abovementioned HPPD detention facility.

D. LASD shall be responsible for determining a prisoner's eligibility for physical release and the return of the prisoner's property following the prisoner's release from custody.

E. Whenever prisoners are remanded to the custody of the Sheriff, LASD shall be responsible for the transportation of all prisoners, their property and paperwork to the appropriate County jail facility.

3. **Responsibility of Metro Court Deputies**

A. Metro Court Deputies shall accept the custody of prisoners, their property and paperwork.

B. Metro Court Deputies shall be responsible for the custody and movement of prisoners within Metro Court, including within individual courtrooms, corridors, and lockup areas.

C. Metro Court Deputies shall accept court-originated prisoner paperwork, including the delivery of said paperwork to the courthouse lockup areas.

D. Metro Court Deputies shall be responsible for the physical release of eligible prisoners when so ordered by the court or by HPPD pursuant to Subsection 3.2.6 of the Agreement or Subsections 1.I.(3) or 4.D.(3) of this Statement of Work, and shall be responsible for returning the property that accompanied the prisoner to court.

4. **Responsibility for Medical Treatment of Sick or Injured Prisoners**

A. HPPD shall be responsible for the medical treatment of sick or injured HPPD prisoners until such prisoners are accepted by LASD for transportation and the physical custody of such prisoners has been assumed by LASD pursuant to the terms of this agreement.

B. Prior to accepting custody of HPPD prisoners, the LASD transportation crew shall observe the physical condition of each prisoner, paying particular attention to any individuals who appear to be sick or injured. If any HPPD prisoners have been treated by paramedics, treated in an emergency room, or treated in any other medical treatment facility, then a medical treatment form indicating that the prisoner is ambulatory and capable of being transported within an LASD bus must be issued by the treating party. If a medical treatment form containing such an indication has not been provided by the treating party for a prisoner who appears to

be sick or injured, then the LASD transportation crew may refuse to accept such a prisoner until a properly completed medical treatment form is provided. The care and transportation of any and all HPPD prisoners not accepted for transportation by the LASD transportation crew shall remain the sole responsibility of HPPD.

C. LASD shall be responsible for caring for HPPD prisoners who become sick or injured prior to being arraigned and while said prisoners are deemed to be in the physical custody of LASD pursuant to the terms of this Agreement. Such responsibility shall include transportation to an appropriate medical treatment facility if necessary.

D. HPPD shall reassume the responsibility for and the physical custody of any prisoner who is transported to a medical treatment facility by LASD personnel. Accordingly, within ninety (90) minutes of being notified by LASD, HPPD shall either:

(1) send an authorized HPPD officer to retake physical custody of and transport the prisoner back to HPPD's detention facility, or

(2) send an authorized HPPD officer to release the prisoner from the medical treatment facility, or

(3) send written authorization for LASD to release the prisoner to the fax number provided by LASD when notification of the medical transport is given to HPPD.

5. Prisoner Property and Money

A. LASD shall transport only the money and property belonging to the prisoners who are then being transported. HPPD shall secure all prisoner property and money within the containers specified by LASD prior to the time of transportation.

B. HPPD shall prepare each prisoner's property in accordance with the following LASD policy:

(1) All items of personal property must fit into and be completely enclosed in a clear plastic bag with dimensions that shall not exceed ten (10) inches by fifteen (15) inches.

(2) All items enclosed in the clear plastic bag shall be clearly and properly identified on the booking slip accompanying each prisoner and shall also be listed on a Property Transmittal Form.

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(3) All mobile telephones, pagers, and other electronic devices shall be turned off prior to being placed within a plastic bag.

(4) All personal items and jewelry, in addition to being properly identified on the booking slip, shall be enclosed in sealed manila envelopes with the description of the enclosed items written on the outside of the envelope. The arresting officer's initials shall be written across the edge of the sealed flap of the envelope.

(5) All food stamps, in addition to being properly identified on the booking slip, shall be enclosed in sealed manila envelopes with the description and the value of the enclosed items written on the outside of the envelope. The arresting officer's initials shall be written across the edge of the sealed flap of the envelope.

(6) The IRC shall not accept the following personal property items:

(a) Knives or other weapons, including but not limited to tools such as screwdrivers, pliers, etc.

(b) Cigarettes, cigars and other tobacco products, or disposable lighters. ("Zippo" or other non-disposable lighters will be accepted.)

(c) Candy or other food items.

(d) Any personal property items that are unable to fit into and be completely enclosed within the prescribed clear plastic bag described above.

(e) Any sealed, unsealed, or resealable vessel containing liquids of any type.

(7) All personal property items that are not accepted shall either be disposed or stored by the arresting agency. If personal property is disposed or stored by the arresting agency, this information shall be clearly noted on the booking slip as follows:

(a) Any items not delivered to the IRC because they did not conform to the size restrictions mentioned above shall be described on the booking slip as "bulk" property, and the booking slip shall indicate where the items are being stored.

(b) The status of any items not delivered to the IRC because they failed to conform to any of the other restrictions mentioned above shall be noted on the booking slip.

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(c) The prisoners' property that is placed within the clear plastic bags shall be listed and verified by HPPD on a Property Transmittal Form.

(d) HPPD shall place the Property Transmittal Form and all property within a Property Bag provided by LASD. HPPD shall lock the Property Bag.

(e) A member of LASD's transportation crew shall sign for receipt of the locked property bag and transport the locked property bag to Metro Court with the prisoners.

(f) Metro Court personnel shall promptly notify HPPD of discrepancies between the contents of the Property Bag and the contents listed on the Property Transmittal form.

6. Special Transportation Issues

In the event that the LASD transportation crew determines that any HPPD prisoner is not suitable for transportation on a bus because the prisoner presents an unusually high escape risk, is unusually dangerous, is of high notoriety, or any other reason, then HPPD may appeal such a determination to LASD's Transportation Bureau Watch Commander.

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EXHIBIT B

PRICING AND BILLING SCHEDULE

BASIC TRANSPORTATION SERVICES

Annual Base Rate – Fiscal Year 2004-2005	$82,380.00
Monthly Flat Rate – Billed @ 1/12 Annual Contract Rate	$6,865.00

ONE-TIME START UP COSTS

Bulk Chain for Waist Chains – 400 foot spool	$200.00

SUPPLEMENTAL TRANSPORTATION SERVICES

Hourly Overtime Rate – per Deputy	$51.95
Mileage Rate – Transportation Bus – Cost per Mile	$1.196