JOHN L. SCOTT, SHERIFF

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

A Tradition of Service

June 04, 2014

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

Dear Supervisors:

PRISONER TRANSPORTATION SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF SANTA MONICA (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Prisoner Transportation Services Agreement (Agreement) between the County of Los Angeles (County) and the City of Santa Monica. This Agreement will provide transportation of the Santa Monica Police Department's (SMPD) prisoners to the Los Angeles County Superior Court, Airport Courthouse (Airport Courthouse) for arraignment.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to execute the attached Agreement with the City of Santa Monica, for the term from July 1, 2014, through June 30, 2019, unless terminated or extended by either party.

2. Delegate authority to the Sheriff to execute Prisoner Transportation Services Agreements substantially similar to the attached Agreement with other cities in the County requesting such services, commencing upon execution by the Sheriff and terminating on June 30, 2019.

3. Delegate authority to the Sheriff to execute amendments to this Agreement and any future agreements for the effective operation of the prisoner transportation program, if it is in the best interest of the County, and there is no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement allows the Department to be compensated for the cost of transporting SMPD's prisoners on the Department's Court Services Transportation (CST) buses from SMPD to the Airport Courthouse for arraignment.

In 2009, the City of Santa Monica first requested that the Department provide prisoner transportation services to the Airport Courthouse due to the closure of the prisoner lock-up at the Los Angeles County Superior Court, Santa Monica Courthouse (Santa Monica Courthouse). The Los Angeles County Superior Court transferred the Criminal Court's operations from the Santa Monica Courthouse to the Airport Courthouse. Previously SMPD was able to deliver its own prisoners to be arraigned within the local Santa Monica Courthouse. However, the prisoners must now be transported outside SMPD's jurisdiction to be arraigned, and the City of Santa Monica does not have the resources for transporting prisoners to the Airport Courthouse. The current Agreement Number 77030, approved by the Board on June 30, 2009, expires on June 30, 2014.

The Department has the capacity to transport the SMPD's prisoners on the Department's CST buses currently used to transport County prisoners from the County's detention facilities to the Airport Courthouse. Providing transportation for the SMPD's prisoners will require no additional transportation vehicles or human resources, the routes were modified between the County's detention facilities and the Airport Courthouse to accommodate the City of Santa Monica at the execution of the original agreement in 2009. No new changes or modifications are required for the new Agreement.

Implementation of Strategic Plan Goals

The Agreement relates to the County's Strategic Goal, Plan 3, Integrated Services Delivery. This Agreement will renew an existing program with the City of Santa Monica, while providing revenue reimbursement to the Department for services rendered.

FISCAL IMPACT/FINANCING

Approval of the recommended actions will have no fiscal impact. Under the terms of the Agreement, the City of Santa Monica shall pay the Department for the basic transportation services at the annual base rate established by the County's Auditor-Controller pursuant to the policies adopted by the Board. The annual base rate for Fiscal Year 2013-14, which was established based upon the prevailing hourly personnel and mileage rates is $95,165 or $7,930 per month. The rates are adjusted annually by the County's Auditor-Controller. The revenue will be collected from the City of Santa Monica in the form of monthly payments.

The City of Santa Monica will pay for any requested supplemental transportation services at the established hourly rate for the time spent by the Department's transportation personnel and the established mileage rate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City of Santa Monica desires to obtain prisoner transportation services from the Department. The Agreement will commence July 1, 2014, and shall terminate on June 30, 2019, unless terminated or extended by either party with a 60-day advance written notice to the other party. The Agreement provides for mutual indemnification. The billing rates are subject to change on July 1 of

each year pursuant to any adjustments established by the County's Auditor-Controller.

The attached contract analysis is in accordance with the Board's policy and has been approved by the County's Auditor-Controller and the Chief Executive Office.

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

Not applicable.

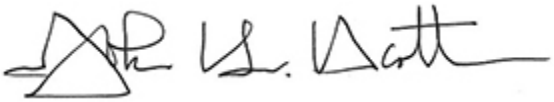
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement is a renewal of an existing program and will have no impact on current unincorporated area services.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return two certified copies of the Board-adopted letter and two originally executed copies of the Agreement to the Department's Contract Law Enforcement Bureau.

Sincerely,



JOHN L. SCOTT
Sheriff

JLS:AHR:bca

Enclosures

PRISONER TRANSPORTATION SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF SANTA MONICA

This Prisoner Transportation Services Agreement ("Agreement") is made and entered into by and between COUNTY OF LOS ANGELES ("County"), a political subdivision of the State of California, and CITY OF SANTA MONICA ("City"), a municipal corporation, for the transportation of Santa Monica Police Department ("SMPD") prisoners by the Los Angeles County Sheriff's Department ("LASD").

RECITALS

WHEREAS, SMPD and LASD each have similar responsibilities in the detention, transportation, and arraignment of prisoners; and

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 ("LAX Court"); and

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

WHEREAS, County agrees to provide Prisoner Transportation Services to City; and

WHEREAS, County is authorized to enter into this Agreement by the provisions of Section 56 3-4 of the Charter of the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

1.0 AGREEMENT SERVICES

County agrees to provide Prisoner Transportation Services to City as set forth in this Agreement, including Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work). County, through LASD, agrees to transport ambulatory SMPD prisoners from SMPD's detention facility to LAX Court on each court day for arraignment. LASD shall retain custody of any prisoners who are arraigned and/or remanded to custody by LAX Court pursuant to the terms and conditions contained in Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

2.0 OBLIGATIONS OF LASD

2.1 LASD shall provide "Basic Transportation Services" consisting of the following:

2.1.1 Provide one (1) pickup and transport of ambulatory SMPD prisoners from SMPD's detention facility to LAX Court on each court business day. SMPD's detention facility is located at:

Santa Monica Police Department
333 Olympic Drive
Santa Monica, CA 90401

2.1.2 Provide one (1) transportation bus to make the aforementioned pickup and transport of ambulatory SMPD prisoners to LAX Court. 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 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 Transportation Services shall be billed at the rates shown in Exhibit B (Pricing and Billing Schedule) of this Agreement.

2.2 Basic Transportation Services shall be provided only in response to an Order to Transport issued by SMPD in accordance with the provisions of Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

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 Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

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 Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

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

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

3.0 OBLIGATIONS OF SMPD

3.1 SMPD shall generate and transmit an Order to Transport to LASD's Transportation Bureau.

3.1.1 SMPD shall transmit an Order to Transport to LASD from SMPD's detention facility after 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 Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

3.2 SMPD shall transfer prisoners to LASD as follows:

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 the LASD transportation bus.

3.2.3 SMPD personnel shall maintain security in and around SMPD facilities in accordance with Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

3.2.4 SMPD shall assist in transferring and securing prisoners aboard the LASD transportation bus pursuant to Exhibit A (SMPD-LASD Prisoner Transportation Services Statement of Work) of this Agreement.

3.2.5 Custody of a prisoner shall be transferred to LASD only after the prisoner is secured within the LASD transportation bus and the bus has departed the SMPD detention facility.

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.

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. LASD shall have no obligation whatsoever to transport said prisoner.

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 Subparagraph 2.1.2 above, then SMPD shall have the option of purchasing Supplemental Transportation Services at the hourly overtime rate and mileage rate shown on Exhibit B (Pricing and Billing Schedule) of this Agreement. LASD'S Transportation Bureau retains the right to refuse to provide Supplemental Transportation Services at its sole discretion. Under such circumstances, SMPD shall be solely responsible for transporting any and all prisoners who cannot be accommodated on the LASD transportation bus.

3.3 SMPD shall maintain and provide a SMPD Court Liaison. The SMPD Court Liaison shall:

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

3.3.2 Coordinate prisoner's attendance in arraignment court with LASD; and

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

4.0 FEES AND PAYMENT

4.1 City shall pay County for the services provided under the terms of this Agreement at the rates established by the Los Angeles County Auditor-Controller as set forth on Exhibit B (Pricing and Billing Schedule) of this Agreement.

4.2 The fee for Basic Transportation Services 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 (1) Fiscal Year shall be referred to hereinafter as the Annual Base Rate, and shall be adjusted annually as described in Paragraph 4.6 of this Agreement.

4.3 The Annual Base Rate for Basic Transportation Services and the Hourly Overtime Rate and Mileage Rate for Supplemental Transportation Services for LASD's Fiscal Year 2013-14 are set forth on Exhibit B (Pricing and Billing Schedule) of this Agreement.

4.4 City shall be billed monthly in arrears for Basic Transportation Services and any Supplemental 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.

4.5 City shall pay each invoice within sixty (60) calendar days of the date of the invoice. If payment is not rendered in full within sixty (60) calendar days of the date of the invoice, County is entitled to recover interest on any unpaid balance 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.

4.6 The Annual Base Rate for Basic Transportation Services, along with the Hourly Overtime Rate and the Mileage Rate for Supplemental Transportation Services, shall be adjusted annually to reflect the cost of such services as 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. The annual rate adjustment shall be reflected in an Amendment to this Agreement, pursuant to Section 7.0 (Amendments) of this Agreement.

4.7 City shall be notified of the adjusted Annual Base Rate for Basic Transportation Services and the Hourly Overtime Rate and the Mileage Rate for Supplemental Transportation Services no less than sixty (60) calendar days prior to the date upon which the new rate becomes effective.

5.0 INDEMNIFICATION

5.1 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

5.2 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

6.0 TERM, TERMINATION, AND EXTENSIONS

6.1 This term of this Agreement shall commence July 1, 2014 or upon execution by the County Board of Supervisors, whichever is later, and shall terminate June 30, 2019 unless sooner extended or terminated, in whole or in part, as provided for herein.

6.2 Either party may terminate this Agreement upon sixty (60) calendar days advance written notice to the other party. 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 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of County and City.

8.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

9.0 AUTHORIZATION WARRANTY

9.1 City represents and warrants that the person executing this Agreement for City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of City have been fulfilled to provide such actual authority.

9.2 County represents and warrants that the person executing this Agreement for County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of County have been fulfilled to provide such actual authority.

10.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

11.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Unit Commander, Transportation Services
441 Bauchet Street
Los Angeles, Ca. 90012
(213) 974-4561
(323) 415-3457 fax

Notices to City of Santa Monica shall be addressed as follows:

Santa Monica Police Department
Attn: Chief Jaqueline A. Seabrooks
333 Olympic Drive
Santa Monica, Ca. 90401
(310) 458-8401
(310) 260-3272 fax

12.0 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.

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, Exhibit B, and Exhibit C, and any fully executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 7.0 (Amendments) of this Agreement and duly executed by authorized representatives of County and City.

16.0 PRISON RAPE ELIMINATION ACT

SMPD and LASD shall acknowledge their obligation to adopt and comply with Prison Rate Elimination Act of 2003 Standards.

PRISONER TRANSPORTATION SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF SANTA MONICA

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Chairman 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 executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman

CITY OF SANTA MONICA

By _____
ROD GOULD 5/20/14
City Manager

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ATTEST:
SARAH P. GORMAN
City Clerk

By _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO FORM:
MARSHA JONES MOUTRIE
City Attorney

By _____

EXHIBIT A

SMPD-LASD
PRISONER TRANSPORTATION SERVICES
STATEMENT OF WORK

This Statement of Work ("SOW") addresses issues relating to the security and transportation of pre-arraignment prisoners of SMPD and their property by LASD. The issues presented herein are agreed to by the Sheriff of Los Angeles County ("Sheriff") and by the Chief of Police of the City of Santa Monica ("Chief of Police"). Changes to this SOW can be made at any time throughout the term of this Agreement upon mutual agreement by the County and the City consistent with and pursuant to Section 7.0 (Amendments) of the Agreement.

1. Responsibility of SMPD

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

1.2 SMPD shall process all necessary prisoner paperwork for court.

1.3 SMPD shall prepare the prisoners, their property, and their paperwork for transportation to the LAX Court. The paperwork shall include a completed Los Angeles County Unified Arrestee Medical Treatment Form. An example of the form is attached as Exhibit C (Los Angeles County Unified Arrestee Medical Treatment Form) of the Agreement.

1.4 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 their paperwork, including all medical papers, during the entire time that 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.

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

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

1.7 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.

1.8 SMPD personnel shall assist in the placement and securing of prisoners aboard the LASD transportation bus as requested by LASD employees. Notwithstanding such assistance, the prisoners shall become the responsibility of LASD personnel only upon the LASD transportation bus departure from the SMPD facility.

1.9 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:

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

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

1.9.3 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 to SMPD.

2. Responsibility of LASD

2.1 LASD shall provide Basic Transportation Services from the SMPD facility located at the following address:

Santa Monica Police Department
333 Olympic Drive
Santa Monica, CA 90401

2.2 LASD shall be responsible for transporting prisoners, their property, and all associated paperwork to the LAX Court.

2.3 LASD shall be responsible for the physical custody of prisoners who have been placed within a LASD transportation bus once the bus departs from the abovementioned SMPD detention facility.

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

3. Responsibility of LAX Court Deputies

3.1 LASD personnel assigned to LAX Court ("LAX Court Deputies") shall accept the custody of prisoners, their property, and their paperwork.

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

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

3.4 LAX Court Deputies shall be responsible for the physical release of eligible prisoners when so ordered by the court or by SMPD pursuant to Subparagraph 3.2.6 of the Agreement or Subparagraphs 1.9.3 or 4.4.3 of this SOW, and shall be responsible for returning the property that accompanied the prisoner to court.

4. Responsibility for Medical Treatment of Sick or Injured Prisoners

4.1 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.

4.2 Prior to accepting custody of SMPD prisoners, the LASD transportation personnel 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 transportation bus must be issued by the treating party. If an authorized and properly completed Los Angeles County Unified Arrestee Medical Treatment Form, attached as Exhibit C (Los Angeles County Unified Arrestee Medical Treatment Form) of this Agreement, 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 personnel 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 personnel shall remain the sole responsibility of SMPD.

4.3 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.

4.4 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:

4.4.1 Send an authorized SMPD officer to retake physical custody of and/or transport the prisoner back to SMPD's detention facility, or

4.4.2 Send an authorized SMPD officer to release the prisoner from the medical treatment facility, or

4.4.3 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. Prisoner Property and Money

5.1 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 to LAX Court.

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

5.2.1 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.

5.2.2 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.

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

5.2.4 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.

5.2.5 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.

5.2.6 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 re-sealable vessel containing liquids of any type.

5.2.7 All personal property items that are not accepted shall either be disposed of or stored by the SMPD. If personal property is disposed of or stored by SMPD, this information shall be clearly noted on the booking slip as follows:

(a) Any prisoner items not delivered to the LASD bus transportation personnel at the time of prisoner transport, because such items 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 LASD bus transportation personnel at the time of prisoner transport, because they failed to conform to any of the other restrictions mentioned above shall be noted on the booking slip.

(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 personnel shall sign for receipt of the locked Property Bag and transport the locked Property Bag to LAX Court with the prisoners.

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

6. <u>Special Transportation Issues</u>

In the event that any LASD transportation personnel determines that any SMPD prisoner is not suitable for transportation on a LASD transportation 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.

EXHIBIT B

PRICING AND BILLING SCHEDULE

BASIC TRANSPORTATION SERVICES

Annual Base Rate – Fiscal Year 2014-15	$99,183.00
Monthly Flat Rate – Billed @ 1/12 Annual Base Rate	$8,265.00

SUPPLEMENTAL TRANSPORTATION SERVICES

Hourly Overtime Rate – per Deputy	$67.75
Mileage Rate – Transportation Bus – Cost per Mile	$2.50

EXHIBIT C

Los Angeles County
Unified Arrestee Medical Treatment Form