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

LEROY D. BACA, SHERIFF

June 20, 2006

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

Dear Supervisors:

PRISONER TRANSPORTATION AND RELEASE SERVICE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor, County of Los Angeles, to sign the prisoner transportation and release service agreement with the City of Los Angeles (City), which will be effective upon the Board's execution through June 30, 2009, and authorize the Sheriff to exercise the option of executing two (2) five (5) year renewals.

2. Delegate authority to the Sheriff to execute any subsequent amendments to the agreement that do not increase the net County cost of providing the service.

3. Authorize, under the provisions of County Code §6.06.020, ordinance position authority, for the additional positions of five (5) deputy sheriff generalists for Fiscal Year 2005-06.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this agreement is for the Los Angeles County Sheriff's Department (Department) to be compensated for the cost of transporting prisoners of the Los Angeles Police Department from their detention facilities to the appropriate arraignment courts. The agreement also recovers the cost of the subsequent "in-court" release of those prisoners that are not arraigned.

A feasibility study conducted by both Departments indicates that a savings in personnel resources and other expenses will continue to be realized should all such transportation services be performed by the Department within the terms of the agreement. With the current agreement being in effect since 1970, it became necessary to make amendments to reflect current staffing needs, costs, policies, procedures, and locations.

Five (5) additional deputies are needed to run the "in-court" release program. These deputies are funded entirely by revenue offset. This program currently draws upon the existing resources of the Sheriff's Court Services Division, specifically personnel assigned to service the Trial Court Funding contract.

Implementation of Strategic Plan Goals

This agreement conforms with Los Angeles County's Strategic Plan Goal 2, Workforce Excellence, by improving the work place environment and performance of the employee. This agreement allows for the necessary personnel to accomplish the task of transporting and releasing prisoners efficiently and safely. The agreement also conforms to Goal 3, Organizational Effectiveness, by operating the buses closer to full capacity. This agreement also relates to Strategic Goal 4, Fiscal Responsibility. The agreement builds on an existing 30-year contract with the City for prisoner transportation services and "in-court" releases. The City will fully reimburse the Department for all costs incurred. The cost of transporting County prisoners will be partially offset by the revenue collected from the City.

FISCAL IMPACT/FINANCING

None. Under the terms of the agreement, the City shall pay the Department for the services at the prevailing hourly personnel rates and mileage rates determined annually by the Auditor-Controller pursuant to the policies adopted by your Board. The City will pay for the time and resources spent transporting their prisoners to court, releasing prisoners who are not arraigned, and for the mileage of the current bus routes.

Fiscal Year 2005-06 aggregate revenue estimates for the contract is $2,226,000. These revenues will be collected from the City in the form of payments that are equivalent to one-quarter (1/4) of the annual contract cost.

FACTS AND PROVISIONS

The City desires to continue prisoner transportation and release services from the Department. The initial term of the agreement is three (3) years. The contract has a renewal option and, with approval by the Sheriff and the City, the contract may be extended for two (2) additional five (5) year terms.

The billing rates are subject to change on July 1st of each year pursuant to any cost adjustments determined 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

The Department has been performing this service for over 30 years and has not identified any substantial impact on the Department's ability to timely transport County prisoners to the same courts. Both the County and the City benefit from this agreement. The transportation buses will be used more efficiently by operating closer to capacity and the cost of transporting County prisoners will be partially offset by the revenue collected from the City. Additionally, the City will be able to forego investing in special vehicles and additional personnel in order to transport their prisoners to court. The revenue collected for the services of the "in-court" release program will exceed the amount the Department budgets for these items. The additional five (5) deputy personnel will relieve any obligation of the Trial Court Funding deputies to perform this service.

This agreement will not affect the Department's services being provided in the County's unincorporated areas. The services in question do not draw from any of the Department's resources being used to service unincorporated areas. Instead, the contract will only consume a portion of the Department's resources that are currently being used to transport County prisoners to court.

CONCLUSION

Upon approval by your Board, please provide two (2) certified copies of the Board-adopted letter, and four (4) signed agreements, to the Sheriff's Department's Contract Law Enforcement Bureau, Captain Edward Rogner.

Sincerely,

LEROY D. BACA
SHERIFF

County Agreement No._____

City Agreement No. _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES AND THE COUNTY OF LOS ANGELES FOR THE TRANSPORTATION, CUSTODY, AND RELEASE OF LOS ANGELES POLICE DEPARTMENT PRISONERS BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

THIS AGREEMENT is made and entered into as of the date executed by the last party below, by and between the CITY OF LOS ANGELES ("CITY"), a municipal corporation, acting by and through the LOS ANGELES POLICE DEPARTMENT ("POLICE") and the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, acting by and through the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ("SHERIFF"):

I. RECITALS

A. WHEREAS, the POLICE and the SHERIFF each presently have similar responsibilities in the arraignment, transportation and court detention of prisoners; and;

B. WHEREAS, a feasibility study conducted by said departments indicates that a saving in personnel resources and expense will continue to be realized should all such transportation services be performed by SHERIFF in accordance with the terms hereinafter set forth; and

C. 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 as follows:

II. TERM

A. The effective date of this Agreement shall be July 1, 2006. Unless terminated earlier as provided paragraph (C) below, this Agreement shall remain in full force and effect until June 30, 2009.

B. Unless terminated as provided in 6.3 hereof, this Agreement may be renewed for two successive periods not to exceed five years each. In the event that CITY wants to renew the Agreement, it shall provide COUNTY with at least ninety days notice set forth in writing. The renewal must be approved by the Sheriff of Los Angeles County and the Los Angeles City

Council and Police Commission.

C. This Agreement may be terminated by either party, which may be accomplished by rendering sixty days notice set forth in writing.

D. This Agreement may be amended by a writing setting forth the contemplated change and an effective date therefor, executed in like manner as the original Agreement. Any amendment to this Agreement must be approved by the Sheriff of Los Angeles County, with the concurrence of County Counsel, and the Los Angeles City Council and Police Commission.

E. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire agreement between COUNTY and CITY and supercedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

III. TRANSFER AND TRANSPORTATION OF PRISONERS

A. Transfer of Prisoners from POLICE to SHERIFF

1. POLICE shall arrange, package, and address prisoners' property and custodial paperwork.

2. POLICE shall have prisoners, their property and paperwork, and any personnel ready to complete transfer upon arrival of SHERIFF vehicle.

3. POLICE personnel shall maintain security in and around POLICE facilities.

   a. Access to and security around POLICE facilities, inside and outside, shall be the responsibility of the POLICE station/facility Watch Commander/Watch Supervisor.

   b. The POLICE station/facility Watch Commander/Watch Supervisor shall be responsible for prisoner security, including the physical custody of prisoners, their property, and their paperwork (including all DNA and medical papers) during the time that prisoners are housed in or being moved through the POLICE facility building. Any escape attempt initiated while a prisoner is within the compounds of the facility shall be the POLICE's responsibility.

4. SHERIFF personnel are deemed to have taken physical custody of said prisoners once they are physically secured on a SHERIFF transportation vehicle. At that time, such prisoners become the responsibility of SHERIFF personnel.

C. Transportation of Prisoners

1. The transportation date of prisoner shall be the same as that prisoner's arraignment date, and as listed in the Automated Jail Information System (AJIS) and/or LiveScan booking and property printout. If the arraignment date is later than the transportation date, POLICE shall update the LiveScan booking report or AJIS program prior to transportation.

2. SHERIFF shall furnish vehicles and personnel to transport ambulatory POLICE prisoners from POLICE detention facilities to arraignment courts when POLICE require transport of a POLICE prisoner from a detention facility to court.

3. The POLICE facilities that shall be provided routine bus service as described in this Agreement are:

   a. Devonshire Area Jail

   b. Foothill Area Jail

   c. Hollywood Area Jail

   d. Pacific Area Jail

   e. Southwest Area Jail

   f. Wilshire Area Jail

   g. Harbor Area Jail (anticipated opening mid-2007)

   h. 77th Regional Jail

   i. Van Nuys Regional Jail

   j. Metropolitan Regional Jail

4. SHERIFF shall schedule transportation so that the arrival time at

the arraignment court detention facility will allow court personnel sufficient time to process prisoners for court appearance.

5. Each prisoner's property and custodial paperwork shall be transported along with that prisoner in compliance with SHERIFF's policies regarding transportation of prisoner property, including, but not limited to, the following:

   a. SHERIFF shall accept custody of prisoners transported to court, including their property and paperwork.

      i. If POLICE is notified by the Countywide Warrant System (CWS) of a possible match on a POLICE prisoner that is in SHERIFF custody, POLICE shall notify SHERIFF.

   b. SHERIFF shall ensure the transportation of all prisoners remanded to its custody, including their property and paperwork, to the appropriate COUNTY jail facility.

6. SHERIFF shall transport prisoners and the prisoners' property and custodial paperwork to subsequent arraignment court(s), as necessary, for disposition of additional or supplemental charge(s), or pursuant to court order. Prisoners are not to be returned to POLICE unless so ordered by the court, but shall be retained by SHERIFF in the appropriate facility, or released when proper.

7. Special Transportation Issues

   a. In the event that a 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 poses a safety risk, the matter will be resolved at the time by the POLICE and SHERIFF Commanding Officers. If POLICE and SHERIFF cannot reach an agreement, SHERIFF will have final authority in determining whether a prisoner is suitable for transport.

IV. CUSTODY OF PRISONERS AT COURT AND COURT PROCEDURES

A. SHERIFF, including SHERIFF Court Services Personnel, shall:

1. Accept custody of all SHERIFF Transportation Bureau and POLICE prisoners, their property, and their paperwork at the appropriate court;

2. Retain legal responsibility for physical custody of said prisoners at court, including the courtroom, hallways, and detention/lock-up areas;

3. Collate all prisoner related custody paperwork and forward same to SHERIFF Inmate Reception Center (IRC);

4. Accept court-originated prisoner paperwork, including the delivery of said paperwork to the detention/lock-up areas;

5. Supervise movement of prisoners while in court, including the courtroom, hallways, and detention/lock-up areas;

6. Bear responsibility for physical release of eligible prisoners so ordered by the court, including the return of prisoner property;

7. If a prisoner is not arraigned, notify POLICE Liaison or the investigating detective in the case and release the prisoner upon approval of POLICE.

   a. If the case is referred to the City Attorney for prosecution consideration, SHERIFF shall release the prisoner upon receiving a Release Order from POLICE by facsimile or teletype.

C. POLICE Court Liaison shall

1. Serve as the primary coordinator between POLICE and the Court and SHERIFF;

2. Process paperwork and obtain necessary complaints, if available;

3. Coordinate prisoner's appearance in arraignment court with SHERIFF.

V. RESPONSIBILITY FOR MEDICAL TREATMENT OF SICK/INJURED PRISONERS

A. Responsibility for the medical treatment of sick or injured POLICE prisoners remains with POLICE until said prisoners are accepted by SHERIFF transportation personnel and physical custody of said prisoners has been assumed by SHERIFF, pursuant to the provisions of this Agreement.

B. The SHERIFF transportation crew accepting custody of POLICE prisoners shall physically check the condition of each prisoner, paying particular attention to those individuals who appear sick or injured.

1. If an authorized COUNTY medical treatment form has not been provided, SHERIFF transporting deputies shall refuse to accept a prisoner until such time as a properly completed COUNTY medical treatment form is obtained. POLICE then has the option of transporting the prisoner to court after medical treatment, or holding the prisoner until the next pick up by SHERIFF.

a. Only COUNTY approved medical screening forms shall be acceptable for prisoner transportation purposes.

C. Any question as to the fitness of a prisoner for transport may be addressed to a POLICE supervisor and/or a SHERIFF Transportation Bureau supervisor. The on-duty physician shall have final authority as to fitness for transportation, and shall document his or her determination on the POLICE Medical Treatment Form.

D. If a pre-arraignment prisoner becomes sick or injured while en route to or at court and requires emergency medical care, SHERIFF shall provide emergency medical care and provide transportation to a hospital if necessary.

1. If a POLICE prisoner who is a POLICE arrestee is taken to the hospital, POLICE shall assume custody of that prisoner within ninety minutes of notification.

VI. PRISONER PROPERTY AND MONEY

A. Prisoner's property and money shall be transported by SHERIFF personnel only with the prisoner thereof. POLICE agrees to secure all prisoner property in property containers, as specified by SHERIFF, prior to the time of transportation and agrees to prepare inmate property in accordance with the following SHERIFF policy:

1. All SHERIFF stations, SHERIFF custody facilities, courts, and outside law enforcement agencies delivering inmates and/or their personal property items to the IRC shall be bound by the following rules concerning the delivery of inmate personal property:

b. All items of personal property must fit into, and be completely

enclosed in a clear plastic bag, not to exceed 10" by 15" in size.

c. All items enclosed in this clear plastic bag must be clearly and properly identified on the booking slip accompanying the personal property items.

d. All items and jewelry, in addition to being properly identified on the booking slip, must be enclosed in sealed manila envelopes, with the description of said enclosed items written on the outside.

e. All food stamps, in addition to being properly identified on the booking slip, must be enclosed in sealed manila envelopes, with the description and total value of the enclosed stamps written on the outside.

f. Additionally, the IRC will not accept the following personal property items:

i. Knives or other weapons, to include tools, such as screwdrivers, pliers, etc.,

ii. Cigarettes, cigars, other tobacco products, or disposable lighters. (Zippo brand or other permanent lighters are allowed).

iii. Candy or other food items.

iv. Any personal property items unable to fit into, and be completely enclosed in the prescribed 10" by 15" clear plastic bag identified above.

v. These non-acceptable items should be either disposed of or stored at the point of arrest. If disposed of or stored at the arresting agency, this fact should be clearly noted on the booking slip as indicated below:

2. Any items not delivered to the IRC because they violated the size restriction indicated above, should be noted on the booking slip as "bulk" property and should also indicate that the items are being stored at the arresting agency.

3. The actual status of any items not delivered to the IRC because

they violate one of the other restrictions indicated above, should likewise be noted on the booking slip.

B. Upon accepting prisoner property and money envelopes, SHERIFF personnel shall ensure that the amount of money listed on the money envelope coincides with the amount indicated on the accompanying paperwork.

VII. FEES AND PAYMENT

A. CITY shall pay for the services provided under the terms of this Agreement at the rate established by the COUNTY Auditor-Controller and listed on the Summary Rate Sheet, attached hereto as Appendix B and incorporated herein.

1, The rates indicated on the Summary Rate Sheet (Appendix B), shall be readjusted by the 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 rate as adopted by COUNTY. COUNTY shall notify CITY of rate changes no later than May 1 of the current contract year. Any change in rates shall be documented through an amendment to this Agreement.

B. CITY shall be billed based on the service level provided.

C. The cost of other services requested pursuant to this Agreement and not set forth in the service level provided shall be determined by the County Auditor-Controller in accordance with the policies and procedure established by the Board of Supervisors.

D. Invoices for the service provided and other services shall be payable on a quarterly basis. COUNTY shall deliver to CITY an invoice for the prior quarter within 30 days following the end of the quarter. CITY shall pay the invoice within 60 days of receipt of the invoice.

E. CITY shall pay COUNTY a one-time payment of $970,001.61 for prior services related to processing and release of non-arraigned prisoners from court for the period of July 1, 2004 to June 30, 2006. Effective upon payment of the amount in this paragraph, the County waives and forever releases its claim for payment arising from the release of prisoners for the time period of July 1, 2004 to June 30, 2006.

VIII. LIABILITY AND INDEMNITY

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

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

IX. CITY'S STANDARD PROVISIONS FOR CITY CONTRACTS

A. The CITY's Standard Provisions for City Contracts (Rev. 10/03) are attached hereto as Appendix A, and are incorporated into the terms of this Agreement, except as stated in this section. If there is a conflict between the terms of this Agreement and the Standard Provisions for City Contracts, the terms of this Agreement shall prevail.

B. PSC – 15, Current Los Angeles City Business Tax Registration Certificate Required, does not apply.

C. PSC – 17, Indemnification, is supplanted by section V., Liability and Indemnity, of this Agreement.

D. PSC – 18, Insurance, is supplanted by the following: The COUNTY has certified that it is totally self-insured for all vehicle liability, general liability and workers' compensation exposures, for all claims that may arise as a result of performance of the services under this Agreement. The COUNTY will provide the CITY with an annual "Letter of Stipulation" setting forth its self-insurance plan. The COUNTY will provide CITY with six (6) months written notice of the cancellation or change in any part of

the COUNTY's self insurance plan.

E. PSC – 20, Living Wage Ordinance and Service Contract Worker Retention Ordinance, does not apply.

F. PSC – 24, Contractor Responsibility Ordinance, does not apply.

G. PSC – 27, Ownership, is supplanted by the following sentence: All documents, material, data, and reports originated by each party under this Agreement shall be and remain the property of that party.

H. PSC – 28, Equal Benefits Ordinance, does not apply.

I. PSC – 29, Slavery Disclosure Ordinance, does not apply.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

THE CITY OF LOS ANGELES

Executed this 18th day of May, 2006

By: _____
WILLIAM BRATTON
Chief of Police

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO
CITY ATTORNEY

By: _____
Deputy City Attorney

ATTEST:
FRANK T. MARTINEZ
CITY CLERK

By: _____
5-26-06 Deputy C-109818

THE COUNTY OF LOS ANGELES

Executed this _____ day of _____, 2006

By: _____
MICHAEL D. ANTONOVICH
Mayor, County of Los Angeles

APPROVED AS TO FORM:

RAYMOUND G. FORTNER, JR.
County Counsel

By: _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPENDIX A
STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word "**CONTRACTOR**" or "**CONSULTANT**" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A This Contract has been signed on behalf of the **CONTRACTOR/ CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;

B. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;

D. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any

representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the

CONTRACTOR/CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the **CITY**.

PSC-14. Claims for Labor and Materials.

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with

the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/ CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to **CITY'S** insurance program. Except when **CITY** is a named

insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT.** The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.

C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/ CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further

make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY**'s representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously

provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/ CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/ CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/ CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(1) During the performance of the Contract, the **CONTRACTOR/ CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650."

(2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

(5) If the City Administrative Officer determines that a **CONTRACTOR/ CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29 - Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

APPENDIX B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

LAPD SUMMARY RATE SHEET

ANNUAL RATES for LAW ENFORCEMENT SERVICES

FISCAL YEAR 2006-2007

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE	ANNUAL RATE	LIABILITY @ 3 %	TOTAL ANNUAL RATE
Transportation Service	1,392,030	41,760.90	1,433,790.90
Release Program	655,168	19,655.04	674,823.04
		TOTAL ANNUAL COST:	2,108,613.94

CLEB:RH:07-02-06

SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

Name of Entity: Los Angeles City / LAPD

Incorporated City X Other Agency _____

1. Description of Services to be provided: Transportation and Transfer of Los Angeles Police Department prisoners to appropriate arraignment court(s) and release of those prisoners that are not arraigned.

2. Required Resources:

Description	#	Item Cost	Total Cost

Start-Up: Not Applicable (Contract Extension)

Transportation and Transfer of Prisoners - The Auditor-Controller's Office evaluated the LAPD Transportation Loop and the cost associated with providing the service annually. The number of personnel involved, the miles driven, maintenance, fuel, and the appropriate overhead costs were compiled and a total fiscal year annual rate was calculated for this service. The rate for fiscal year 2005-06, which includes 3% liability insurance, is $1,718,219.

Release Program - Because of the large numbers of LAPD (Police) prisoners released from arraignment court by LASD (Sheriff) personnel, the Auditor-Controller's Office also evaluated the time associated with performing this task and established an annual rate. The rate for fiscal year 2005-06, which includes 3% liability insurance, is $507,823.

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES X NO _____

3. Briefly describe the short and long-term sources of the staffing for the proposed new contract (e.g. overtime, new hires, transfers, etc.): No new or additional staffing is required for the transportation services. Five additional budgeted deputy sheriff generalists are required for the "in-court" release program. The services will be provided on an overtime basis until the five positions are filled through personnel transfers. Vacancies created by transfers will be covered on an overtime basis until five additional recruits are hired. This revised contract will take effect July 1, 2006, and remain in force until June 30, 2009.

4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services: Any vacancies in unincorporated area service positions will be filled on an overtime basis until they are filled with newly hired deputy personnel; therefore, the contract will not affect unincorporated area services.

Contact: Lieutenant Russell Hill, CLEB **Phone:** (323) 526-5737
Name and Title

APPROVAL SIGNITURES:

AUDITOR-CONTROLLER'S OFFICE

CHIEF ADMINISTRATIVE OFFICE