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

LEROY D. BACA, SHERIFF

June 30, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 JUNE 30, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) wishes to renew the Prisoner Transportation Services Agreement (Agreement) with the city of Los Angeles. The Agreement allows the Department to provide transportation and custody of Los Angeles Police Department (LAPD) prisoners from various LAPD detention facilities to arraignment courts. The Agreement also allows the Department to perform release related duties for the LAPD prisoners.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement with the city of Los Angeles, effective July 1, 2009, through June 30, 2014.

2. Authorize the Department to provide the requested service and delegate authority to the Sheriff to execute any and all amendments to the Agreement with the city of Los Angeles, provided it is in the best interest of the County and there is no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Agreement for prisoner transportation and release between the County and the city of Los Angeles will expire on June 30, 2009. Your Board is requested to renew

this Agreement for a new five-year period, beginning July 1, 2009, through June 30, 2014.

As southern California's largest law enforcement agencies, the LAPD and the Department have similar responsibilities to systematically and expeditiously transport, arraign, detain, and release thousands of prisoners. Independent studies indicate both agencies realize fiscal benefits when the Department provides these services for the LAPD via contract.

Implementation of Strategic Plan Goals

The requested Board actions are consistent with the Countywide Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety.

FISCAL IMPACT/FINANCING

Under the terms of the Agreement, the LAPD is billed for services rendered at annually adjusted rates established by the County Auditor-Controller. Revenue generated under these rates fully reimburse the Department's costs associated with the pickup, transportation, detention, and release of LAPD prisoners.

The Fiscal Year 2009-10 aggregate estimate for the program is $1,926,591 for the transportation of prisoners and $1,115,613 for the release of prisoners, for a total of $3,042,204, to be paid by the city of Los Angeles, to the County for the transportation and release services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is authorized under Section 56 3/4 of the Charter of the County of Los Angeles. The term of the Agreement is five years, effective July 1, 2009, through June 30, 2014. The billing rates are subject to change on July 1 of each year pursuant to any adjustments established by the Auditor-Controller. The Agreement provides for mutual indemnification by the parties.

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

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no net County cost. Under the terms of the Agreement, the LAPD is billed for services rendered at annually adjusted rates established by the Auditor-Controller. Revenue generated under this rate fully reimburses Department costs associated with the pickup, transportation, detention and release of LAPD prisoners.

CONCLUSION

Upon approval by your Board, please return three originally executed Agreements, signed by the Chairman of the Board, to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

County Agreement No. **77029**

City Agreement No. C-117203

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

This Prisoner Transportation and Release Services Agreement ("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"), for the transportation, custody, and release of POLICE Prisoners by 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, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

II. TERM

A. The effective date of this Agreement shall be July 1, 2009. Unless terminated earlier as provided in paragraph (C) below, this Agreement shall remain in full force and effect until June 30, 2014.

B. Unless terminated as provided in paragraph (C) below, this Agreement

may be renewed for two successive periods not to exceed five (5) years each. In the event that CITY wants to renew the Agreement, it shall provide COUNTY with at least ninety (90) days notice set forth in writing. The renewal must be approved by the Los Angeles County Board of Supervisors and 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 (60) days advance 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 by an authorized representative of each party. 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 supersedes 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. POLICE shall be deemed to retain the physical custody of and be responsible for POLICE prisoners while said prisoners are within transportation vehicles operated by LASD employees but while such vehicles are stationary and within the boundaries of a POLICE station or jail facility. 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 and that vehicle has left the POLICE facility. At that time, the physical custody of such prisoners becomes the responsibility of SHERIFF personnel.

B. 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. 77th Regional Jail

h. Van Nuys Regional Jail

i. Harbor Jail

j. Metropolitan Regional Jail (Parker Center)

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 appropriate.

7. Special Transportation Issues

   a. In the event that a prisoner is not suitable for transportation

on a SHERIFF 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 safe 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 in SHERIFF's care;

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.

B. 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 medical 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 medical fitness for transportation, and shall document his or her determination on the POLICE Medical Treatment Form. The SHERIFF still retains final authority in determining whether a prisoner is suitable for safe transport.

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 (90) minutes of notification by SHERIFF.

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 Los Angeles Police Department 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 pursuant to Paragraph II(D) above.

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 thirty (30) days following the end of the quarter. CITY shall pay the invoice within sixty (60) days of receipt of the invoice.

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.

C. COUNTY and CITY each pledge to maintain programs of self-insurance, commercial insurance, or any combination thereof, at each party's option, to satisfy the indemnity obligations herein, and each party shall supply a letter or other evidence that it maintains such coverage upon request by

the other party.

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 VIII (Liability and Indemnity) of this Agreement.

D. PSC – 18, Insurance, is supplanted by Section VIII (Liability and Indemnity) of this Agreement.

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 28 day of April, ~~2009~~ 2010 (KZ)

By: _____
~~WILLIAM BRATTON~~ CHARLIE BECK
Chief of Police

APPROVED AS TO FORM:
~~ROCKARD J. DELGADILLO~~
CITY ATTORNEY CARMEN A. TRUTANICH

By: _____
~~Deputy City Attorney~~
Assistant City Attorney

ATTEST:
~~FRANK T. MARTINEZ~~ JUNE LAGMAY
CITY CLERK

By: _____
Deputy

C-117203
4-29-10

62029

THE COUNTY OF LOS ANGELES

Executed this 30th day of June, 2009

By: _____
Don Knabe
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: _____
Deputy

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

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

By _____
Deputy

LASD-LAPD
PRISONER BUS TRANSPORTATION AGREEMENT

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#48 JUN 30 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

#48 of JUN 30 2009