JOHN L. SCOTT, SHERIFF

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

A Tradition of Service

March 18, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
52 March 18, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AUTHORIZATION FOR INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENTS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) wishes to renew agreements with various counties throughout California for the intrastate transportation of prisoners. These agreements allow the Department to provide transportation for prisoners in and around the State of California on a weekly basis and allows for the County of Napa to provide transportation services for Los Angeles County (County) prisoners. These prisoners are arrested and detained in jurisdictions throughout the State of California (State).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Intrastate Transportation of Prisoners Agreement (Intrastate Agreement) Attachment 1, effective July 1, 2014, or upon execution by the Sheriff, whichever is later, through June 30, 2019, for the provision of intrastate prisoner transportation services by the Department.

2. Delegate authority to the Sheriff to execute an Intrastate Agreement substantially similar to Attachment 1 with each of the 56 California counties listed on Attachment 2. Costs associated with such agreements are fully reimbursed by the participating counties.

3. Approve the attached Reciprocal Intrastate Transportation of Prisoners Agreement (Reciprocal Agreement), Attachment 3, effective July 1, 2014, or upon execution by the Sheriff, whichever is later, through June 30, 2019, for reciprocal transportation of prisoner services by both parties.

4. Delegate authority to the Sheriff to execute a Reciprocal Agreement substantially similar to Attachment 3 with the County of Napa and other counties in the State as deemed advantageous for the Department. There are no costs associated with this Agreement as it involves an exchange of services by the parties.

5. Authorize the Department to provide the requested services and delegate authority to the Sheriff to approve and execute any and all amendments to the agreements, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current agreements for Intrastate Transportation of Prisoners with various counties in the State will expire on June 30, 2014. These agreements are renewable for terms not to exceed five years. The Board is requested to authorize the Sheriff to enter into an Intrastate Agreement substantially similar to Attachment 1 with the 56 California counties listed on Attachment 2 for a new five-year period, beginning July 1, 2014, or upon execution by the Sheriff, whichever is later, through June 30, 2019. The Board is also requested to authorize the Sheriff to enter into a Reciprocal Agreement substantially similar to Attachment 3 with the County of Napa for a new five-year period, beginning July 1, 2014, or upon execution by the Sheriff, whichever is later, through June 30, 2019.

The Sheriff's Statewide prisoner transportation system makes frequent trips to deliver and pick up County prisoners at several State and local custodial facilities located throughout California. Provision of this service to other counties does not require additional buses or cost to the Department. Under the terms of the Agreement, prisoners from other participating counties will be transported, subject to the availability of bus space and only under regular schedules, along established routes; however, County prisoners have first priority. Under the terms of the Reciprocal Agreement and in addition to the services provided by the Department to the County of Napa, the County of Napa will provide transportation of County prisoners between Santa Rosa and the border of the State of Oregon.

Implementation of Strategic Plan Goals

The Agreements relate to the County's Strategic Plan, Goal 2, Fiscal Sustainability. The Agreements will renew existing agreements with various counties throughout the State, as well as authorize new agreements with some counties not currently under contract with the County, and provide revenue reimbursement to the Department for services rendered.

FISCAL IMPACT/FINANCING

Under the terms of the Agreement, all participating counties are billed for services rendered at annually adjusted rates established by the County Auditor-Controller (Auditor-Controller). Revenue generated under these rates fully reimburses the Department's costs associated with the pickup and delivery of prisoners within individual counties. Under the terms of the Reciprocal Agreement, there are no charges to the County as the parties provide an exchange of transportation of prisoner services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements are authorized under Sections 26775-26778 of the California Government Code. The Agreements provide for mutual indemnification by the parties. Either party may terminate the Agreements with 60 days advance notice. With the exception of the County of Napa, all participating counties are billed for services rendered at rates established by the Auditor-Controller. The billing rates are adjusted annually by the Auditor-Controller, effective July 1 of each year.

The Agreements have been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Sheriff will provide the requested services within the resources included in the Department's budget. The Department's Statewide transportation system makes weekly trips whether or not other counties utilize this service. Under the terms of the Agreement, all participating counties are billed for services rendered at annually adjusted rates established by the Auditor-Controller. Revenue generated under these rates fully reimburses the County's costs associated with the pickup and delivery of prisoners within individual counties. The additional revenue generated will further reduce the net county "system per mile" costs by collecting charges for otherwise vacant bus seats.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors return three adopted copies of the Board letter and its attachments to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

JOHN L. SCOTT
Sheriff

JLS:RTM:BCA:bca

Enclosures

ATTACHMENT 1

INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND COUNTY OF (NAME)

This Intrastate Transportation of Prisoners Agreement ("Agreement") is made by and between the County of Los Angeles and the County of (NAME) for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department.

RECITALS

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

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

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

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

(e) This Agreement is authorized by California Government Code Section 26775.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

The County of Los Angeles, through the Los Angeles County Sheriff's Department, agrees to provide prisoner transportation services for the County of (NAME), specifically for the transportation of said prisoners who are arrested and held within the State of California.

2.0 ADMINISTRATION OF PERSONNEL

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

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

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

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

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES

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

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

established and maintained by the Los Angeles County Sheriff's Department.

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

3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of (NAME) requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the

expected date of delivery of the prisoner to the County of (NAME) or mutually agreed upon location.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of (NAME) prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.

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

3.7 In the event that a well prisoner transported on behalf of the County of

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

3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.

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

4.0 INDEMNIFICATION

4.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of (NAME), 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 of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

4.2 County of (NAME) shall indemnify, defend, and hold harmless the County of Los Angeles, 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 of (NAME)'s acts and/or omissions arising from and/or relating to this Agreement.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided in this Agreement.

6.0 RIGHT OF TERMINATION

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

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

would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

7.1 The County of (NAME) shall pay for such service or services as are required and requested by County of (NAME) and provided by County of Los Angeles under this Agreement during the term of this Agreement at the billing rates established by the Los Angeles County Auditor-Controller from time to time as set forth on Exhibit A, Intrastate Prisoner Transportation Services Billing Rates, of this Agreement.

7.2 The billing rates set forth on Exhibit A, Intrastate Prisoner Transportation Services Billing Rates, of this Agreement shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Los Angeles County Board of Supervisors. The annual rate readjustment shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of (NAME).

7.3 Notwithstanding Paragraph 7.2 above, the County reserves the right to increase the billing rates hereunder at any time. If the County of Los Angeles' cost of providing the services changes at any time, the County of (NAME) shall be notified of each such change in writing, and the new billing rates shall be effective on the first day of the calendar month following such a notice. Any readjusted rates shall be reflected in an

Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of (NAME).

8.0 PAYMENT PROCEDURES

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

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

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

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of County of Los Angeles and County of (NAME).

10.0 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.

11.0 AUTHORIZATION WARRANTY

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

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

12.0 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.

13.0 NOTICES

13.1 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.

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

Los Angeles County Sheriff's Department
Attn: Statewide Sergeant
441 Bauchet Street
Los Angeles, California 90012
Phone (213) 974-4565
Fax (213) 974-4367

13.3 Notices to County of (NAME) shall be addressed as follows:

County of (NAME)
Attn:
Address
Phone
Fax

14.0 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.

15.0 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.

16.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, Intrastate Prisoner Transportation Services Billing Rates, and any Amendments hereto 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 9.0, Amendments, of this Agreement and duly executed by authorized personnel of County of Los Angeles and County of (NAME).

* * * * * * *

INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND COUNTY OF (NAME)

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the County of (NAME) has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

COUNTY OF LOS ANGELES

Dated: _____

By _____
~~Leroy D. Baca~~
~~Sheriff~~
John L. Scott
Sheriff

COUNTY OF (NAME)

Dated: _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
JOHN F. KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF (NAME)
COUNTY COUNSEL

By _____
County Counsel

EXHIBIT A

INTRASTATE TRANSPORTATION OF PRISONERS
BILLING RATES

BILLING RATES FOR FY 2013-14

Cost per prisoner, per mile $0.67

Cost per meal $6.17

If significant deputy sheriff's time is spent by Los Angeles County Sheriff's Department transportation personnel booking or picking up County of (NAME) prisoners, an hourly rate of $65.64 per service hour will be added to the regularly computed service charge.

ATTACHMENT 2

INTRASTATE TRANSPORTATION OF PRISONER AGREEMENTS
7/01/14 TO 6/30/19
Fifty-six (56) Counties

ALAMEDA COUNTY
Gregory Ahern, Sheriff
1401 Lakeside Drive 12 Floor
Oakland, CA 94612
Contact: Sgt. Bill Silva
(510) 272-6878
Susan Bunte, Finance Mgr
(510) 208-9814

ALPINE COUNTY
John M. Crawford, Sheriff
PO BOX 278
Markleeville, California 96120
(530) 694-2231

AMADOR COUNTY
Michael F. Prizmich, Sheriff
700 Court Street
Jackson, CA 95642
(209) 223-6522

BUTTE COUNTY
Perry L. Reniff, Sheriff
33 County Center Drive
Oroville, CA 95965
(530) 538-6790

CALAVERAS COUNTY
Dennis Downum, Sheriff
891 Mountain Ranch Rd
San Andreas, California 95249
(209) 754-6499

COLUSA COUNTY
Scott D. Marshall, Sheriff
929 Bridge Street
Colusa, CA 95932
(530) 458-0205

CONTRA COSTA COUNTY
Warren E. Rupf, Sheriff
651 Pine Street 7th Floor.
Martinez, CA 94553
Contacts: Gloria Fedder
(925) 335-1553
Sgt Lawrence
(925) 646-4664

DEL NORTE COUNTY
Dean Wilson, Sheriff
650 5th Street
Crescent City, California 95531
(707) 464-8718

EL DORADO COUNTY
Jeff Neves, Sheriff
300 Fair Ln
Placerville, CA 95667
(530) 621-6010

FRESNO COUNTY
Margaret Mimms, Sheriff
2200 Fresno Street
Fresno, CA 93721
Contacts: Elana Fong
(559) 488-3291
Sgt. Jack Spark
(559) 488-3291

GLENN COUNTY
Larry Jones, Sheriff
543 West Oak Street
Willows, CA. 95988
(530) 934-6428

HUMBOLDT COUNTY
Gary Philp, Sheriff
826 Fourth Street
Eureka, CA 95501
(707) 441-5127

KERN COUNTY
Donny Youngblood, Sheriff
1350 Norris Road
Bakersfield, CA 93308
Contact: Deputy Tom Duncan
Transportation Division
(661) 391-7500

IMPERIAL COUNTY
Raymond Loera, Sheriff
328 Applestille Rd.
El Centro, California 92243
(707) 427-2973

INYO COUNTY
Dan Lucas, Sheriff
550 S Clay Street
Independence, California 93526
(760) 878-0370

KINGS COUNTY
Chris Jordan, Sheriff
1444 W. Lacey Blvd
Hanford, California 93230
(559) 582-3211

LAKE COUNTY
Rodney K. Mitchell, Sheriff
1220 Martin Street
Lakeport, CA 95453
(707) 262-4244

LASSEN COUNTY
Steven W. Warren, Sheriff
220 S. Lassen Street
Susanville, California 96130
(530) 251-5248

MADERA COUNTY
John P. Anderson, Sheriff
14143 Rd 28
Madera, Ca 93638
Contact: Emma McGee
(559) 675-7951

MARIN COUNTY
Robert Doyle, Sheriff
3501 Civic Center Drive#145
San Rafael, Ca 94903
Contact:
Deputy Atkinson
(415) 499-3209

MARIPOSA COUNTY
Brian Muller, Sheriff
5099 Old Hwy N
Mariposa, California 95338
(209) 966-3616

MENDOCINO COUNTY
Thomas D. Allman, Sheriff
951 Low Gap Rd
Ukiah, California 95482
(707) 463-4091

MERCED COUNTY
Mark N. Pazin, Sheriff
700 W. 22nd Street
Merced, CA 95340
(209) 385-7510

MODOC COUNTY
Mark Gentry, Sheriff
102 S. Court St.
Alturas, California 96101
(530) 233-4416

MONO COUNTY
Richard C. Scholl, Sheriff
100 Bryant Street
Bridgeport, California 93517
(760) 932-7549

MONTEREY COUNTY
Mike Kanalakis, Sheriff
1414 Natividad Road
Salinas, CA 93906
Contact: Connie Bacon
(831) 759-7268

NEVADA COUNTY
Bobby N. Carlton, Sheriff
950 Maidu Ave
Nevada City, 95959
Contact: Susan Sullenberger, Corrections Officer
(530) 265-1521

ORANGE COUNTY
Sandra Hutchens, Sheriff
550 N Flower St
Santa Ana, California 92703
(714) 647-6022

PLACER COUNTY
Edward N. Bonner, Sheriff
2929 Richardson Dr.
Auburn, CA 95603
Contact: Leaann Tally
(530) 889-6992 or
889-6876

PLUMAS COUNTY
Terry Bergstrand, Sheriff
1400 E. Main St.
Quincy, California 95971
(530) 283-6267

RIVERSIDE COUNTY
Stanley Sniff, Sheriff
4095 Lemon Street
Riverside, CA 92501
Contact: Lt Glen Worbe
(909) 955-4426

SACRAMENTO COUNTY
John McGinness, Sheriff
711 G Street
Sacramento, CA 95814
Contact: Linda Ward
(916) 874-8441

SAN BENITO COUNTY
Curtis J. Hill, Sheriff
PO BOX 700
51 Fourth Street
Hollister, CA95024
(831) 636-4060

SAN BERNARDINO COUNTY
Red Hoops, Sheriff
655 E. Third Street
San Bernardino, CA 92402
(909) 463-5029

SAN DIEGO COUNTY
William B. Kolender, Sheriff
9261 Ridgehaven Ct
San Diego, Ca 92142
(619) 710-8300

SAN FRANCISCO CITY & COUNTY
Michael Hennessey, Sheriff
City Hall, Room 456
1 Carlton Goodlett Place
San Francisco, CA 94102
(415) 553-1345

SAN JOAQUIN COUNTY
Steve Moore, Sheriff
7000 Michael Canlis Blvd
French Camp, California 95231
Attn: Lt. Milborn or Pam Smith, Trans Coord
(209) 468-4582, or 4595

SAN LUIS OBISPO COUNTY
Patrick Hedges, Sheriff
PO BOX 32
1585 Kansas Avenue
San Luis Obispo Ca 93401
(805) 788-2103

SAN MATEO COUNTY
Greg Munks, Sheriff
400 County Center
Redwood, CA94063
Contact: Ginger
(650) 363-4544

SANTA BARBARA COUNTY
Bill Brown, Sheriff
4434 Calle Real
Santa Barbara CA 93110
Contact: Nettie
(805) 681-4058

SANTA CLARA COUNTY
Laurie Smith, Sheriff
55 West Younger Avenue
San Jose, CA 95110
(405) 957-5810

SANTA CRUZ COUNTY
Steve Robbins, Sheriff
701 Ocean Street Room 340
Santa Cruz, CA 9506
(831) 454-2874

SHASTA COUNTY
Jim Pope, Sheriff
1525 Court St.
Redding, CA 96001
(530) 245-6114

SIERRA COUNTY
John Evans, Sheriff
100 Courthouse Sq
Downieville, California 95936
(530) 289-2891

SISKIYOU COUNTY
Rick Riggins, Sheriff
311 Lane Street
Yreka, CA 96097
(530) 842-8155

SOLONO COUNTY
Gary R. Stanton, Sheriff
530 Union Avenue Suite 100
Fairfield, CA 94533
(707) 421-7056

SONOMA COUNTY
Bill Cogbill, Sheriff
2796 Ventura Avenue
Santa Rosa, CA 95403
Contact: Sgt. Barry Morris
(707) 565-1686

STANISLAUS COUNTY
Adam Christianson, Sheriff
250 E. Hackett Road
Modesto, CA 95358
Contact: Barbara Barker
(209) 525-7268

SUTTER COUNTY
Paul Parer, Sheriff
1077 Civic Center Blvd
Yuba City, California 95993
(530) 822-7300

TEHAMA COUNTY
Clay D Parker
502 Oak St
Bluff, California 96080
(530) 529-7910

TUOLUMNE COUNTY
James W. Mele, Sheriff
28 N Lower Susnset Dr
Sonora, California 95370
(209) 533-5845

TULARE COUNTY
Bill Whitman, Sheriff
County Civic Ctr
Visalia, California 93291
(559) 730-2577

TRINITY COUNTY
Lorac Craig, Sheriff
PO BOX 1228
101 Memorial Drive
Weaverville, CA 96093
Contact: Jeannine Gillan (530) 623-2611

VENTURA COUNTY
Bob Brooks, Sheriff
800 S. Victoria Ave
Ventura, CA 93009
Contact: Sgt Mike Leslie
(805) 654-2350

YOLO COUNTY
E. G. Prieto, Sheriff
41793 Gibson Road
Redlands, CA 95776
(530) 666-8894

YUBA COUNTY
Steven L. Durfor, Sheriff
215 Fifth Street
Marysville, CA 95901
(530) 749-7319

ATTACHMENT 2

RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONER AGREEMENTS
7/01/14 TO 6/30/19
One (1) County

NAPA COUNTY
Douglas Koford, Sheriff
1125 Third Street
Napa, CA 94559
(707) 253-4803

ATTACHMENT 3

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF [NAME]
FOR RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS

THIS AGREEMENT, dated _____, 2014, is made by and between the County of Los Angeles and the County of [NAME] for the performance of reciprocal intrastate prisoner transportation services.

RECITALS

(a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of [NAME] and the County of Los Angeles.

(b) The County of [NAME] is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of [NAME]. The County of Los Angeles is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Los Angeles. This process involves considerable cost to the parties.

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

(d) The County of [NAME] is desirous of contracting with the County of Los Angeles for the performance of prisoner transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of [NAME].

The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.

(e) The County of Los Angeles is desirous of contracting with the County of (NAME) for the performance of prisoner transportation services by the (NAME) County Sheriff's Department between _____ and _____. The (NAME) County Sheriff's Department is willing, able, and desires to perform this service.

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

The County of Los Angeles agrees, through the Los Angeles County Sheriff's Department, and the County of (NAME) agrees, through the (NAME) County Sheriff's Department, to provide reciprocal prisoner transportation services to one another at no charge for said services.

2.0 ADMINISTRATION OF PERSONNEL

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

2.2 The rendition of the services performed by the (NAME) County Sheriff's Department, the standards of performance, the discipline of officers, and other matters

incident to the performance of such services and the control of personnel so employed shall remain with the County of (NAME).

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the other party shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of (NAME).

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

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

2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES BY COUNTY OF LOS ANGELES

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

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

3.3 The County of (NAME), upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of (NAME) or the mutually agreed upon location by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail,

and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of (NAME) or location of mutual agreement.

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

3.5 The County of Los Angeles shall be responsible for the physical custody of County of (NAME) prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.

3.6 The County of Los Angeles hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled or injured County of (NAME) prisoner. Such mentally ill, sick, handicapped, disabled or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department

transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.

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

3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.

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

4.0 SCOPE OF SERVICES BY COUNTY OF (NAME)

4.1 The County of (NAME), upon request by the County of Los Angeles, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of Los Angeles between Santa Rosa and the border of the State of Oregon to an agreed upon pick up location.

4.2 Such prisoner transportation services provided by the (NAME) County Sheriff's Department shall be provided according to the schedules established and maintained by (NAME) County Sheriff's Department.

4.3 When the County of Los Angeles requires movement of prisoners between Santa Rosa and the border of the State of Oregon, the County of Los Angeles shall notify the (NAME) County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of (NAME) to an agreed upon location.

4.4 The (NAME) County Sheriff's Department Transportation Bureau shall then send

a return message via CLETS to the agency of the County of Los Angeles requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to agreed upon location.

4.5 The County of (NAME) shall be responsible for the physical custody of County of Los Angeles prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the (NAME) County Sheriff's Department transportation personnel from the arresting law enforcement agency.

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

4.7 In the event that a well prisoner transported on behalf of the County of Los Angeles becomes ill or injured en route, and requires professional medical examination

and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Los Angeles by means of a invoice issued by and paid to the County of Los Angeles. The County of (NAME) further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations that may be required. If the County of (NAME) refuses to transport a prisoner, it shall immediately notify the County of Los Angeles requesting agency via CLETS of this fact, and the reason therefore.

4.8 The County of (NAME) will only transport male prisoners sixteen (16) years or older.

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

5.0 INDEMNIFICATION

5.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of (NAME), 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 of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

5.2 County of (NAME) shall indemnify, defend, and hold harmless the County of Los Angeles, 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 of (NAME)'s acts and/or omissions arising from and/or relating to this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided in this Agreement.

7.0 RIGHT OF TERMINATION

7.1 The County of Los Angeles or the County of (NAME) may terminate this Agreement upon sixty (60) days advance written notice to the other party.

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

8.0 BILLING RATES AND PAYMENT PROCEDURES

Unless otherwise specified herein, no charges shall be incurred and no charges shall be billed by one party to the other party so long as the parties continue to provide reciprocal prisoner transportation services. If the reciprocal services cease during the Term of the Agreement, then this Agreement shall be amended pursuant to Section 9.0, Amendments,

to reflect the applicable billing rates and payment procedures, as mutually agreed to by the parties.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of County of Los Angeles and County of (NAME).

10.0 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.

11.0 AUTHORIZATION WARRANTY

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

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

12.0 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.

13.0 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: Statewide Sergeant
Address 441 Bauchet Street
Los Angeles, 90012
Phone (213) 974-4565
Fax (213) 974-4367

Notices to County of (NAME) shall be addressed as follows:

County of (NAME)
Attn:
Address
Phone
Fax

14.0 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.

15.0 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.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments and Amendments 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 9.0, Amendments, of this Agreement and duly executed by authorized personnel of County of Los Angeles and County of (NAME).

* * * * * * *

AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF (NAME)
FOR RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the County of (NAME) has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

COUNTY OF LOS ANGELES

Dated: _____

By _____
~~Leroy D. Baca~~
~~Sheriff~~ John L. Scott
Sheriff

COUNTY OF (NAME)

Dated: _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
JOHN F. KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF (NAME)
COUNTY COUNSEL

By _____
County Counsel