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

JOHN L. SCOTT, SHERIFF

A Tradition of Service

June 17, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
58 June 17, 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:

APPROVAL TO EXECUTE AMENDMENT NUMBER THREE TO LOS ANGELES COUNTY AGREEMENT NUMBER 77029/CITY AGREEMENT NUMBER C-117203 WITH THE CITY OF LOS ANGELES TO PROVIDE PRISONER TRANSPORTATION AND RELEASE SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval to execute Amendment Number Three to Los Angeles County (County) Agreement Number 77029/City Agreement Number C-117203 (Agreement) with the City of Los Angeles, to provide prisoner transportation and release services for a period of five years. Under the Agreement, the Department provides custody and transportation services for prisoners of the Los Angeles Police Department (LAPD) from various LAPD detention facilities to arraignment courts, and performs release-related duties for LAPD.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with the City of Los Angeles to extend the term of the Agreement from July 1, 2014, through June 30, 2019, and to provide for certain operational changes.

2. Delegate authority to the Sheriff to execute amendments to the Agreement, which may be necessary for the effective provision of services, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Agreement between the County and the City of Los Angeles will expire on June 30, 2014. The Agreement is renewable for a term not to exceed five years. The Board is requested to approve Amendment Number Three to the Agreement in order to extend the term of the Agreement for a new five-year period from July 1, 2014, through June 30, 2019, and to provide for minor operational changes.

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

Implementation of Strategic Plan Goals

Amendment Number Three to the Agreement relates to the County's Strategic Plan, Goal 2, Fiscal Sustainability, by providing revenue reimbursement to the Department for services rendered.

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 28, 2010, the County and the City of Los Angeles entered into the Agreement for the transportation, custody, and release of LAPD prisoners by the Department. On September 3, 2010, the parties entered into Amendment Number One to the Agreement to make certain clarifying revisions to the Agreement. On May 25, 2012, the parties entered into Amendment Number Two to the Agreement to update prisoner pick-up locations at LAPD facilities.

The parties now seek to enter into Amendment Number Three to extend the term of the Agreement for five years, from July 1, 2014, through June 30, 2019, and to provide for operational changes. The operational changes involve a meet-and-confer process related to sick or injured LAPD prisoners and certain statutory requirements. Pursuant to Section II (B) of the Agreement, any renewal of the term of the Agreement must be approved by the Board, the Los Angeles City Council, and the Los Angeles Board of Police Commissioners.

This Agreement is authorized under Section 56 3/4 of the Charter of the County.

Amendment Number Three has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will have no impact on current Department services. The Department is currently providing the services to the City of Los Angeles, and the Department's costs associated with the pick-up, transportation, detention, and release of LAPD prisoners are reimbursed at rates established annually by the County's Auditor-Controller.

CONCLUSION

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

Sincerely,

JOHN L. SCOTT
Sheriff

JLS:RTM:bca

Enclosures

AMENDMENT NUMBER THREE
TO
PRISONER TRANSPORTATION AND RELEASE
SERVICES AGREEMENT
BY AND BETWEEN
CITY OF LOS ANGELES AND
COUNTY OF LOS ANGELES

This Amendment Number Three ("Amendment") to Prisoner Transportation and Release Services 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").

RECITALS

A. WHEREAS, on April 28, 2010, CITY and COUNTY entered into a Prisoner Transportation and Release Services Agreement ("Agreement") for the transportation, custody, and release of POLICE Prisoners by SHERIFF (COUNTY AGREEMENT NO. 77029 and CITY AGREEMENT NO. C-117203); and

B. WHEREAS, on September 3, 2010, CITY and COUNTY entered into Amendment Number One to the Agreement make certain clarifying revisions; and

C. WHEREAS, CITY and COUNTY now desire to amend the Agreement (1) to renew the term of the Agreement for five (5) additional years from July 1, 2014 through June 30, 2019, and (2) to make certain operational changes; and

D. WHEREAS, pursuant to Section II(B) of the Agreement, any term renewal must be approved by the Los Angeles County Board of Supervisors and the Board of Police Commissioners.

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

I. Section II, Term, Paragraph A only, is deleted in its entirety and replaced with the following:

A. The effective date of this Agreement shall be July 1, 2009. Unless terminated earlier as provided in paragraph (C) below, this Agreement shall

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remain in full force and effect until June 30, 2019.

II. Section III, Transfer and Transportation of Prisoners, Subparagraph B(3) only, is deleted in its entirety and replaced with the following:

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

a. Foothill Area Jail

b. Hollywood Area Jail

c. Pacific Area Jail

d. 77th Regional Jail

e. Van Nuys Regional Jail

f. Metropolitan Regional Jail (Metropolitan Detention Center)

POLICE facilities may be added or deleted during the term of this Agreement as mutually agreed to by POLICE and SHERIFF.

III. Section V, Responsibility for Medical Treatment of Sick/Injured Prisoners, Paragraph C only, is deleted in its entirety and replaced as follows:

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 or qualified medical professional shall have final authority as to medical fitness for transportation, and shall document his or her determination on the COUNTY Medical Treatment Form. If a disagreement still exists, then a commanding officer from POLICE and SHERIFF shall confer to resolve the issue; however, the SHERIFF still retains final authority in determining whether a prisoner is suitable for safe transport.

IV. Section V, Responsibility for Medical Treatment of Sick/Injured Prisoners, Subparagraph D(1) only, is deleted in its entirety and replaced as follows:

1. If a POLICE prisoner who is a POLICE arrestee is taken to the hospital by SHERIFF, POLICE shall assume custody of that prisoner within ninety (90) minutes of notification to the POLICE Jail Division watch commander by SHERIFF. If ninety (90) minutes elapses without a change in custody, then SHERIFF and POLICE supervisors shall confer to expeditiously transfer custody of prisoner to POLICE.

V. Section X, Prison Rape Elimination Act, is added to the Agreement as follows:

X. PRISON RAPE ELIMINATION ACT

A. POLICE and SHERIFF shall acknowledge their obligation to adopt and comply with Prison Rape Elimination Act of 2003 standards.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AMENDMENT NUMBER THREE, ALL OTHER PROVISIONS, OBLIGATIONS, TERMS, AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER THREE TO
PRISONER TRANSPORTATION AND RELEASE
SERVICES AGREEMENT
BY AND BETWEEN
CITY OF LOS ANGELES AND
COUNTY OF LOS ANGELES

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

CITY OF LOS ANGELES

Executed this 6TH day of June, 2014

ADOPTED
BOARD OF SUPERVISORS
#58 JUN 17 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

By: _____
CHARLIE BECK
Chief of Police

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

By: _____
Deputy City Attorney

ATTEST:
HOLLY L. WOLCOTT
Interim City Clerk

By: _____
Deputy City Clerk
6-9-14

77029
Supplement No. 1

COUNTY OF LOS ANGELES

By: _____
DON KNABE
Chairman, Board of Supervisors

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: _____
Senior Deputy County Counsel

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

By: _____
Deputy

JUN 17 2014

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