

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # *B-17

Urgent

Routine

AGENDA DATE June 2, 2009

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Contract with the County of Los Angeles for the Transportation of Inmates

STAFF RECOMMENDATIONS:

1. Authorize the Sheriff to utilize the transportation services of the Los Angeles County Sheriff's Department Statewide Transportation Bus System for the transport of inmates.
2. Authorize the Chairman of the Board of Supervisors to sign the agreement with the County of Los Angeles for the transportation of inmates throughout the State of California.

FISCAL IMPACT:

The Sheriff's Department currently contracts with the County of Los Angeles for prisoner transportation. The current contract was effective on June 29, 2004, and expires on June 30, 2009. Annually, the Sheriff's Department spends approximately \$2,000 for this transportation service.

The new contract will cover July 1, 2009, through June 30, 2014. The cost of this contract in Fiscal Year 2009-2010 will be approximately \$2,000. The Sheriff's Department anticipates similar expenses annually through the life of this contract. (continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2009-368

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Contract with the County of Los Angeles for the Transportation of Inmates

FISCAL IMPACT (continued):

This contract is funded from the General Fund in the Sheriffs' Detention legal budget. The appropriations for this contract are included in the Department's Detention 2009/2010 Proposed Budget. There are no new costs associated with this contract.

Contract	6/29/2004 - 6/30/2009	7/1/2009 - 6/30/2014
Cost per prisoner, per mile	\$ 0.55	\$ 0.61
Cost per meal	\$ 6.17	\$ 6.17
Extra hourly rate charged if time extended during booking or picking up of prisoners	\$55.35	\$68.24

DISCUSSION:

The County of Los Angeles runs a statewide transportation bus system for transportation of prisoners throughout the State of California. Counties throughout California, including Stanislaus County, routinely contract for this service. The last contract term is for June 29, 2004 through June 30, 2009. To date in this fiscal year, 2008-2009, Stanislaus County has utilized this service eight (8) times, transporting a total of eight (8) prisoners.

Los Angeles County will charge 0.61 cents per mile per prisoner plus \$6.17 per meal per prisoner. In comparison, costs for Stanislaus County Sheriff's transportation includes vehicle and fuel charges, plus the salary and benefit costs of two (2) transportation deputies and their meals. The bus service is a cost effective option that is utilized whenever possible. Service is coordinated through the Sheriff's Department transportation unit.

The Sheriff recommends that the Board of Supervisors approve this contract and authorize the Chairman of the Board to sign the agreement between the County of Los Angeles and the County of Stanislaus for transportation services for inmates.

POLICY ISSUES:

The Board must determine if approval of this contract is consistent with the Board's stated priority of A safe community, Effective partnerships, and Efficient delivery of public services.

STAFFING IMPACT:

The will be no staffing impacts associated with this request.

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF STANISLAUS
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

THIS AGREEMENT, dated July 1, 2009, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF STANISLAUS 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 Stanislaus.
- (b) The County of Stanislaus is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of Stanislaus. 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 Stanislaus 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 Stanislaus. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) 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, to provide prisoner transportation services for the County of Stanislaus, 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 Stanislaus 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 Stanislaus.
- 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 Stanislaus 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 Stanislaus.
- 2.4 The County of Stanislaus 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 Stanislaus. Except as herein otherwise specified, the County of Stanislaus 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 Stanislaus.

- 2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles 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 Stanislaus, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of Stanislaus to a place mutually agreeable to the parties, either to the County of Stanislaus 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 Stanislaus, 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 Stanislaus, 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 (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 Stanislaus 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 Stanislaus 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 Stanislaus or mutually agreed upon location.
- 3.5 The County of Los Angeles shall be responsible for the physical custody of County of Stanislaus 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 Stanislaus 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 Stanislaus, 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 Stanislaus 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 Stanislaus 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 Stanislaus 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 Stanislaus 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 Stanislaus, 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 Stanislaus 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 Stanislaus'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, 2009, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2014,

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 Stanislaus may terminate this Agreement upon sixty (60) 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 Stanislaus shall pay for such service or services as are required and requested by County of Stanislaus and provided by County of Los Angeles under this Agreement during the Term of this Agreement at the following rates or combinations thereof, plus such additional amounts as determined by the County of Los Angeles Auditor-Controller that will reflect any amendment to the Los Angeles County Salary Ordinance related to salaries and employee benefits adopted by the Board of Supervisors of Los Angeles County, and departmental, divisional, bureau, and Countywide indirect expenses, applicable services and supplies, and bus maintenance costs.

7.2 The County of Stanislaus shall pay for the services provided under the terms of this Agreement at the rates established by the Los Angeles County Auditor-Controller from time to time:

BILLING RATES FOR FY 2009-2010

Cost per prisoner, per mile \$0.61

Cost per meal \$6.17

In addition, if significant deputy sheriff's time is spent by Los Angeles County Sheriff's Department transportation personnel booking or picking up County of Stanislaus prisoners, an hourly rate of \$68.24 per service hour will be added to the regularly computed service charge.

7.3 The foregoing rates 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 Board of Supervisors of Los Angeles County. 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 Stanislaus.

7.4 The County of Stanislaus shall be notified of the new rates established by the Los Angeles County Auditor-Controller. If the cost of providing the service changes at any time, the County of Stanislaus shall be notified of each such change in writing and the new rate 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 Stanislaus.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of Stanislaus within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and the County of Stanislaus shall pay Los Angeles County for all undisputed amounts within sixty (60) 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) 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 Stanislaus shall provide County of Los Angeles with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) 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) 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 Stanislaus.

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 Stanislaus represents and warrants that the person executing this Agreement for County of Stanislaus is an authorized agent who has actual authority to bind the County of Stanislaus to each and every term, condition, and obligation of this Agreement and that all requirements of County of Stanislaus 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
441 Bauchet Street
Los Angeles, California 90012
Phone (213) 974-4565
Fax (213) 974-4367

Notices to County of Stanislaus shall be addressed as follows:

County of Stanislaus
Attn: Vicky Maldonado
200 E. Hackett Road
Modesto, California 95358
Phone (209) 225-7268
Fax (209) 567-4444

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 Stanislaus.

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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF STANISLAUS
FOR 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 Stanislaus 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

COUNTY OF STANISLAUS

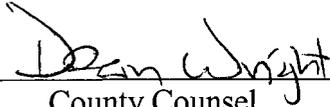
Dated: JUN 02 2009

By 
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO FORM:
COUNTY OF STANISLAUS
COUNTY COUNSEL

By 
Deputy County Counsel

By 
County Counsel