



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-19

For the meeting of: September 15, 2015

Date: August 21, 2015
To: Board of Supervisors
From: Michael T. Downey, Sheriff
Subject: Agreement for Intrastate Transportation of Prisoners – Amendment #1 between County of Los Angeles, Sheriff's Department and The County of Humboldt, Sheriff's Office

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Amendment #1 (Attachment 1) of the Agreement for Intrastate Transportation of Prisoners ("Agreement") between the County of Los Angeles and the County of Humboldt to provide for transportation of prisoners to Humboldt County for the period ending June 30, 2019 (Attachment 2); and
2. Authorize the Chair of the Board of Supervisors to sign three (3) original copies of Amendment #1 to the Agreement; and
3. Authorize the Chair of the Board of Supervisors to sign any annual amendments affecting rate adjustments, as provided in Section VII, Subsection 7.3 of the Agreement.

Prepared by Norma S. Lorenzo
Norma S. Lorenzo, Deputy Director Sheriff Admin

CAO Approval Cheryl Dillighean

REVIEW:
Auditor _____ County Counsel NAD Human Resources _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-20

Meeting of: 6/10/2014

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass
Seconded by Supervisor Lorelace

Ayes Sundberg, Lorelace, Fennell, Bohm, Bass
Nays _____

Abstain _____
Absent _____

And carried by those members present, the Board hereby approves the recommended action contained in this report.

Dated: Sept. 15, 2015

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

General Fund

DISCUSSION:

Amendment #1 to the Agreement for Interstate Transportation of Prisoners between the County of Los Angeles and the County of Humboldt (Attachment 1) is required to update the transportation rate charged by the County of Los Angeles for fiscal year 2015-16.

On June 10, 2014 your Board approved the Agreement to provide transportation services by the County of Los Angeles for Humboldt County prisoners from the Los Angeles area. The Agreement is for the period July 1, 2014 – June 30, 2015 and grants the County of Los Angeles the authority to transport County of Humboldt prisoners pursuant to California Government Code Section 26775, and provides indemnification for both counties should any risk management issues arise during transport (Attachment 2).

FINANCIAL IMPACT:

The County of Los Angeles will provide prisoner transportation services when requested and will bill by invoice for those services. Section VII, Subsection 7.3 of the agreement for services allows for annual review and adjustment of transportation rates. Rates effective July 1, 2015 for the period ending June 30, 2016 have been increased as follows:

Period	Cost / Prisoner	Cost / Meal
FY 2014-15	\$0.71	\$6.17
FY 2015-16	\$0.76	\$8.00
Adjustment/Increase	\$0.05	\$1.83

Rates may be adjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such services, in accordance with the policies and procedures adopted by the County of Los Angeles Board of Supervisors.

Approval of Amendment #1 of the Agreement for fiscal year 2015-2016 supports the Board Strategic Framework of enforcing laws and regulations to protect residents by building inter-jurisdictional and regional cooperation.

OTHER AGENCY INVOLVEMENT:

County of Los Angeles Sheriff's Department

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could deny approval of Amendment #1 of the Agreement with the County of Los Angeles, however, this is not recommended as it would leave Humboldt County solely responsible for the transport of Los Angeles area prisoners at a higher rate.

ATTACHMENTS:

Attachment 1	Amendment #1
Attachment 2	County of Los Angeles Agreement for Intrastate Transportation of Prisoners

ATTACHMENT 1

Amendment #1 Rate Adjustment

**AMENDMENT NUMBER ONE
TO AGREEMENT FOR
INTRASTATE TRANSPORTATION OF PRISONERS**

This Amendment Number One ("Amendment") to Agreement for Intrastate Transportation of Prisoners ("Agreement") is made by and between by the County of Los Angeles and the County of Humboldt, effective July 1, 2015.

RECITALS

- A. WHEREAS, on June 10, 2014 County of Los Angeles and County of Humboldt entered into the Agreement for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department; and
- B. WHEREAS, pursuant to Paragraph 7.3 of the Agreement, the billing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1; and
- C. WHEREAS, the Los Angeles County Auditor-Controller has established the rates for Fiscal Year 2015-2016; and
- D. WHEREAS, County of Los Angeles and County of Humboldt agree to amend the Agreement to adjust the rates for Fiscal Year 2015-2016.

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

- 1. Paragraph 7.2 of the Agreement is deleted in its entirety and replaced as follows to add the billing rates for Fiscal Year 2015-2016, effective July 1, 2015:

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

BILLING RATES FOR FY 2015-2016

Cost per prisoner, per mile	\$0.76
Cost per meal	\$8.00

In addition, if significant deputy sheriff's time is spent by the Los Angeles County Sheriff's Department transportation personnel booking or picking up County of Humboldt prisoners, an hourly rate of \$68.81 per service hour will be added to the regularly computed service charge.

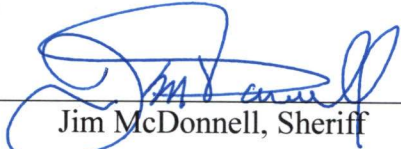
- 2. County of Humboldt and the person executing this Amendment on behalf of the County of Humboldt hereby represent and warrant that the person executing this Amendment for County of Humboldt is an authorized agent who has actual authority to bind the County of Humboldt to each and every provision, term, and condition of the Amendment and that all County of Humboldt requirements have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER ONE
TO AGREEMENT FOR
INTRASTATE TRANSPORTATION OF PRISONERS**

3. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the County of Los Angeles has caused this Amendment to be executed on its behalf by the Sheriff of the County of Los Angeles, and County of Humboldt has caused this Amendment to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By 
Jim McDonnell, Sheriff

Date 07/24/15

APPROVED AS TO FORM:

MARY WICKHAM

Interim County Counsel

By 
Principal Deputy County Counsel

COUNTY OF HUMBOLDT

By 

Date 9/15/2015

APPROVED AS TO FORM:

By 
County Counsel

ATTACHMENT 2

County of Los Angeles Agreement for Intrastate Transportation of Prisoners

ATTACHMENT 1

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

THIS AGREEMENT, dated June 10, 2014, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF HUMBOLDT 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 HUMBOLDT.
- (b) The County of HUMBOLDT is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of HUMBOLDT. 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 HUMBOLDT 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 HUMBOLDT. 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 HUMBOLDT, 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 HUMBOLDT 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 HUMBOLDT.

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 HUMBOLDT 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 HUMBOLDT.

2.4 The County of HUMBOLDT 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 HUMBOLDT. Except as herein otherwise specified, the County of HUMBOLDT 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 HUMBOLDT.

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 HUMBOLDT, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of HUMBOLDT to a place mutually agreeable to the parties, either to the County of HUMBOLDT 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 HUMBOLDT, 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 HUMBOLDT, 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 HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT or mutually agreed upon location.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT, 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 HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT, 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 HUMBOLDT 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 HUMBOLDT'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 HUMBOLDT 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 HUMBOLDT shall pay for such service or services as are required and requested by County of HUMBOLDT 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 HUMBOLDT 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 2014-15

Cost per prisoner, per mile \$0.71

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 HUMBOLDT prisoners, an hourly rate of \$66.56 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 HUMBOLDT.

7.4 The County of HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT 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 HUMBOLDT.

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

Notices to County of HUMBOLDT shall be addressed as follows:

County of HUMBOLDT
Attn:
Address 826 Fourth Street
Eureka, CA 95501
Phone (707) 441-5127
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 HUMBOLDT.

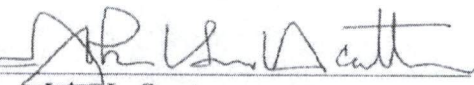
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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF HUMBOLDT
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

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 HUMBOLDT has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

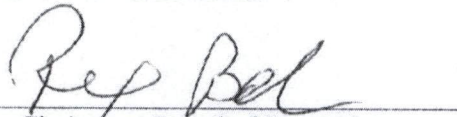
COUNTY OF LOS ANGELES

Dated: _____

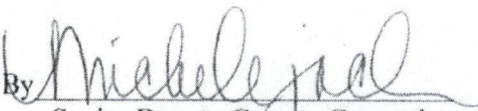
By 
John L. Scott
Sheriff

COUNTY OF HUMBOLDT

Dated: 6-10-2014

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 HUMBOLDT
COUNTY COUNSEL

By 
County Counsel