



Sheriff's Office
COUNTY OF TULARE
AGENDA ITEM

BOARD OF SUPERVISORS

- KUYLER CROCKER District One
PETE VANDER POEL District Two
AMY SHUKLIAN District Three
EDDIE VALERO District Four
DENNIS TOWNSEND District Five

AGENDA DATE: May 7, 2019

Table with 3 columns: Item, Yes/No checkboxes, N/A checkboxes. Items include Public Hearing Required, Scheduled Public Hearing w/Clerk, Published Notice Required, etc. CONTACT PERSON: Ed Lardner, Grant Specialist PHONE: (559) 802-9462

SUBJECT: Approve an agreement with the County of Los Angeles

REQUEST(S):

That the Board of Supervisors:

- 1. Approve an agreement with the County of Los Angeles to provide inmate transportation services effective July 1, 2019 until terminated; and
2. Authorize the Chairman to sign three copies of the Agreement.

SUMMARY:

The Tulare County Sheriff's Office (TCSO) is seeking to continue its partnership with the County of Los Angeles (CLA) for the prisoner transportation system operated by the Los Angeles Sheriff's Department (LASD). Agreement No. 26738 was approved on August 26, 2014, effective July 1, 2014, with Amendments through June 30, 2019. TCSO is requesting you approve this agreement offered by CLA with an indefinite termination date.

TCSO is responsible for the transportation of inmates from the location where they are in custody to the Tulare County jail system. Individuals are frequently detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of Tulare.

The County of Los Angeles operates a statewide prisoner transportation bus system with scheduled weekly trips throughout the State of California. Utilizing this statewide transportation bus system, TCSO no longer has to provide these services, reducing costs for vehicle and fuel charges along with per diem and overtime for two transportation deputies. The contracted transportation service is a cost-effective

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option that is utilized whenever possible. Service is coordinated through the TCSO transportation unit. This type of agreement is authorized by Government Code Sections 26775 and 26776.

The following terms deviate substantively from the standard County boilerplate: 1) Agreement includes an indefinite termination time period; 2) the agreement allows both parties to terminate without cause; and 3) Mutual Indemnification.

FISCAL IMPACT/FINANCING:

There is no net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security Initiative to effectively and fairly investigate arrest, prosecute and punish individuals who engage in criminal behaviors. This agreement will support the initiative by providing safe and secure ground service in returning felons to the custody of the Tulare County Sheriff's Office.

ADMINISTRATIVE SIGN-OFF:



Mike Boudreaux
Sheriff-Coroner

cc: County Administrative Office

Attachment Agreement with the County of Los Angeles

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AGREEMENT WITH THE COUNTY OF) Resolution No. _____
LOS ANGELES) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an agreement with the County of Los Angeles to provide inmate transportation services effective July 1, 2019 until terminated; and
2. Authorized the Chairman to sign three copies of the Agreement.

**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND COUNTY OF TULARE**

This Reciprocal Intrastate Transportation of Prisoners Services Agreement ("Agreement") is made and entered into by and between the County of Los Angeles and the County of Tulare 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 Tulare and the County of Los Angeles.
- (b) The County of Tulare is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Tulare. 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 Tulare County Sheriff's Office operates a prisoner transportation system with trips between counties within the State of California.
- (d) The County of Tulare 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 Tulare. 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 Tulare for the performance of prisoner transportation services by the Tulare County Sheriff's Office between counties within the State of California. The Tulare County Sheriff's Office is willing, able, and desires to perform this service.

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

- 1.1 The County of Los Angeles, through the Los Angeles County Sheriff's Department, and the County of Tulare, through the Tulare County Sheriff's Office, agree 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 Tulare County Sheriff's Office, 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 Tulare.
- 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 Tulare.
- 2.4 The County of Tulare 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 Tulare. Except as herein otherwise specified, the County of Tulare 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 the performance of services under this Agreement.
- 2.5 The County of Los Angeles shall not be called upon to assume any liability for the direct payment of the Tulare County Sheriff's Office salaries, wages, or other compensation to any County of Tulare 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 Tulare employee or agent of the same for injury or sickness arising out of his/her performance of services under this Agreement.

- 2.6 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 BY COUNTY OF LOS ANGELES

- 3.1 The County of Los Angeles, upon request by the County of Tulare, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Tulare to a place mutually agreeable to the parties, either to the County of Tulare 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 Tulare, 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 Tulare 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 ("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 Tulare 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 Tulare 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 Tulare or location of mutual agreement.

- 3.5 The County of Los Angeles shall be responsible for the physical custody of County of Tulare 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 Tulare 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 Tulare 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 Tulare 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 Tulare 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 Tulare 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 Tulare requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 SCOPE OF SERVICES BY COUNTY OF TULARE

- 4.1 The County of Tulare, upon request by the County of Los Angeles, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Los Angeles to a place mutually agreeable to the parties, either to the County of Los Angeles or to another agreed upon location.
- 4.2 Such prisoner transportation services provided by the Tulare County Sheriff's Office shall be provided according to the schedules established and maintained by Tulare County Sheriff's Office.
- 4.3 When the County of Los Angeles requires movement of prisoners between counties within the State of California, the County of Los Angeles shall notify the Tulare County Sheriff's Office Transportation Bureau. Notification shall be in the form of a printed message via 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 Tulare to an agreed upon location.
- 4.4 The Tulare County Sheriff's Office 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 the agreed upon location.
- 4.5 The County of Tulare 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 Tulare County Sheriff's Office transportation personnel from the arresting law enforcement agency.

- 4.6 The County of Tulare 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 Tulare, 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 Tulare County Sheriff's Office 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 Tulare County Sheriff's Office transportation personnel before the Tulare County Sheriff's Office 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 Tulare. The County of Tulare 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 Tulare 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 Tulare will only transport male prisoners sixteen (16) years or older.
- 4.9 The County of Tulare, 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 Tulare 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 Tulare, 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 Tulare 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 Tulare's acts and/or omissions arising from and/or relating to this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated by either party.

7.0 RIGHT OF TERMINATION

- 7.1 The County of Los Angeles or the County of Tulare may terminate this Agreement upon sixty (60) calendar 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 NON-FINANCIAL AGREEMENT

- 8.1 This Agreement is a non-financial arrangement between the parties. No charges shall be incurred, and no charges shall be billed, by one party to the other party for intrastate prisoner transportation services so long as the parties continue to provide reciprocal intrastate prisoner transportation services.

8.2 Notwithstanding Paragraph 8.2 above, one party may seek reimbursement from the other party for fees associated with the professional medical examination and/or treatment of a prisoner in accordance with Paragraphs 3.7 and 4.7 of this Agreement.

9.0 AMENDMENTS

9.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of County of Los Angeles and County of Tulare.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

10.1 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 Tulare represents and warrants that the person executing this Agreement for County of Tulare is an authorized agent who has actual authority to bind the County of Tulare to each and every term, condition, and obligation of this Agreement and that all requirements of County of Tulare 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

12.1 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 Tulare shall be addressed as follows:

County of Tulare Sheriff's Office
Attn: Detentions Division Commander
833 S. Akers Street Visalia, California
93277 (559) 802-9462

14.0 VALIDITY

14.1 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

15.1 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

16.1 This Agreement, 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 representatives of County of Los Angeles and County of Tulare.

* * * * *

RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND COUNTY OF TULARE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

Dated: _____

By _____

Alex Villanueva
Sheriff

COUNTY OF TULARE

Dated: _____

By _____

Kuyler Crocker, Chairman
Tulare County Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
MARY C. WICKHAM
COUNTY COUNSEL

APPROVED AS TO FORM:
COUNTY OF TULARE
COUNTY COUNSEL

By _____ Signature on File _____
Principal Deputy County Counsel

By Ree M. Ch... 4/24/19
County Counsel
Matter No. 2019772