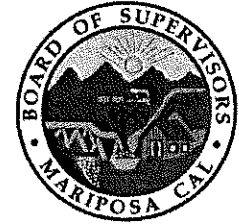




# MARIPOSA COUNTY

Sheriff's Office • (209) 966-3615



## RESOLUTION - ACTION REQUESTED 2014-483

MEETING: September 16, 2014  
TO: The Board of Supervisors  
FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator  
RE: 2014 Los Angeles County Transportation Agreement

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**RECOMMENDATION AND JUSTIFICATION:** Approve a Transportation Agreement between the County of Los Angeles and the County of Mariposa, and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa County Sheriff Doug Binnewies wishes to have Mariposa County enter into a transportation agreement with Los Angeles County.

The Los Angeles County Sheriff's Office operates a statewide prisoner transportation system with weekly trips throughout the State of California. Currently Los Angeles County holds Transportation Agreements with most counties in California.

In this Transportation Agreement, the Los Angeles County Sheriff's Department and the Mariposa County Sheriff's Office will provide reciprocal prisoner transportation services to one another at no charge for said service.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:** Agreements of assistance between counties and governmental agencies have been entered into in the past to provide the best and most cost effective service.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:** Not enter the Transportation Agreement and solely rely on Mariposa County Sheriff's Office to make all transports throughout the State of California for prisoners being transported to Mariposa County.

**FINANCIAL IMPACT:**  
None.

**ATTACHMENTS:**  
2014 Transportation Agreement (PDF)

**CAO RECOMMENDATION**

## Resolution - Action Requested 2014-483

*Mary Hodson*

Mary Hodson, Interim CAO 9/11/2014

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Lee Stetson, District I Supervisor

**SECONDER:** John Carrier, District V Supervisor

**AYES:** Stetson, Jones, Bibby, Cann, Carrier

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

THIS AGREEMENT, dated September 16, 2014, is made by and between the County of Los Angeles and the County of MARIPOSA 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 MARIPOSA and the County of Los Angeles.
- (b) The County of MARIPOSA is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of MARIPOSA. 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 MARIPOSA County Sheriff's Office operates a prisoner transportation system with trips between counties within the state of California.
- (d) The County of MARIPOSA 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

MARIPOSA. 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 MARIPOSA for the performance of prisoner transportation services by the MARIPOSA County Sheriff's Office between counties within the state of California. The MARIPOSA County Sheriff's Office 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 MARIPOSA agrees, through the MARIPOSA County Sheriff's Office, 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 MARIPOSA 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 MARIPOSA.

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 MARIPOSA.

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

2.5 The County of Los Angeles shall not be called upon to assume any liability for the direct payment of the MARIPOSA County Sheriff's Office salaries, wages, or other compensation to any County of MARIPOSA 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 MARIPOSA 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 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 MARIPOSA, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of MARIPOSA to a place mutually agreeable to the parties, either to the County of MARIPOSA 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 MARIPOSA, 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 MARIPOSA 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 MARIPOSA 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 MARIPOSA 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 MARIPOSA or location of mutual agreement.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of MARIPOSA 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 MARIPOSA 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 MARIPOSA 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 MARIPOSA 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 MARIPOSA 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 MARIPOSA 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 MARIPOSA requesting agency of the delay, the reason therefore, and the expected



delivery date of such prisoners.

#### **4.0 SCOPE OF SERVICES BY COUNTY OF MARIPOSA**

4.1 The County of MARIPOSA, 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 agreed upon locations within the state of California to an agreed upon pick up location.

4.2 Such prisoner transportation services provided by the MARIPOSA County Sheriff's Office shall be provided according to the schedules established and maintained by the MARIPOSA 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 MARIPOSA County Sheriff's Office 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 MARIPOSA to an agreed upon location.

4.4 The MARIPOSA 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 agreed upon location.

4.5 The County of MARIPOSA 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 MARIPOSA County Sheriff's Office transportation personnel from the arresting law enforcement agency.

4.6 The County of MARIPOSA 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 MARIPOSA, 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 MARIPOSA 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 MARIPOSA County Sheriff's Office transportation personnel before the MARIPOSA 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 an invoice issued by and paid to the County of MARIPOSA. The County of MARIPOSA 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 MARIPOSA 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 MARIPOSA will only transport male prisoners sixteen (16) years or older.

4.9 The County of MARIPOSA, 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 MARIPOSA 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 MARIPOSA, 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 MARIPOSA 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 MARIPOSA'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 MARIPOSA 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 MARIPOSA.

**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 MARIPOSA represents and warrants that the person executing this Agreement for County of MARIPOSA is an authorized agent who has actual authority to bind the County of MARIPOSA to each and every term, condition, and obligation of this Agreement and that all requirements of County of MARIPOSA 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 MARIPOSA shall be addressed as follows:

County of MARIPOSA  
Attn:  
Address 5099 Old Highway N.  
MARIPOSA, CA 95338  
Phone (209) 966-3615  
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 MARIPOSA.

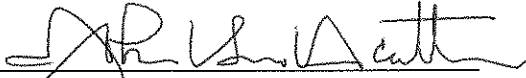
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**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES AND COUNTY OF MARIPOSA  
FOR RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS**

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

COUNTY OF LOS ANGELES

Dated: \_\_\_\_\_

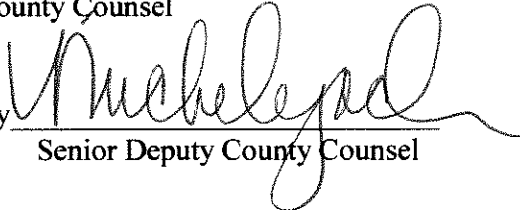
By   
John L. Scott  
Sheriff

COUNTY OF MARIPOSA

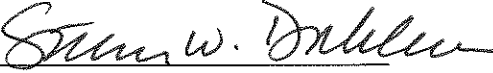
Dated: 9/17/14

By   
Chairman, Board of Supervisors

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

By   
Senior Deputy County Counsel

APPROVED AS TO FORM:  
COUNTY OF MARIPOSA  
COUNTY COUNSEL

By   
County Counsel