

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

This Amendment Number Two ("Amendment") to Agreement for Intrastate Transportation of Prisoners ("Agreement") is made by and between by the County of Los Angeles and the County of SISKIYOU, effective July 1, 2016.

**RECITALS**

- A. WHEREAS, on August 12, 2014, County of Los Angeles and County of SISKIYOU 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 2016-2017; and
- D. WHEREAS, County of Los Angeles and County of SISKIYOU agree to amend the Agreement to adjust the rates for Fiscal Year 2016-2017.

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 2016-2017, effective July 1, 2016:

7.2 The County of SISKIYOU 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 2016-2017**

Cost per prisoner, per mile	\$0.89
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 SISKIYOU prisoners, an hourly rate of \$71.06 per service hour will be added to the regularly computed service charge.

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

**AMENDMENT NUMBER TWO  
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 SISKIYOU 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 \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**COUNTY OF SISKIYOU**

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Counsel

Orig marked  
to LACOSO  
9/9/15

**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 Siskiyou, effective July 1, 2015.

**RECITALS**

- A. WHEREAS, on August 12, 2014 County of Los Angeles and County of Siskiyou 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 Siskiyou 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 Siskiyou 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 Siskiyou prisoners, an hourly rate of \$68.81 per service hour will be added to the regularly computed service charge.

- 2. County of Siskiyou and the person executing this Amendment on behalf of the County of Siskiyou hereby represent and warrant that the person executing this Amendment for County of Siskiyou is an authorized agent who has actual authority to bind the County of Siskiyou to each and every provision, term, and condition of the Amendment and that all County of Siskiyou 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 Siskiyou has caused this Amendment to be executed on its behalf by its duly authorized representative, on the dates written below.

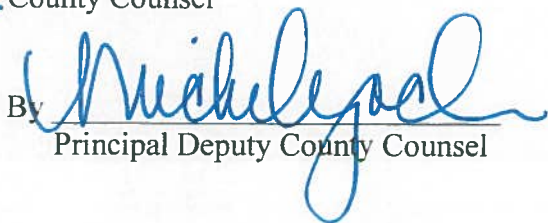
**COUNTY OF LOS ANGELES**

By   
Jim McDonnell, Sheriff



Date 07/24/15

APPROVED AS TO FORM:  
MARY WICKHAM  
County Counsel

*Enter in*

By   
Principal Deputy County Counsel

**COUNTY OF SISKIYOU**

By   
Date 7-31-15 

APPROVED AS TO FORM:

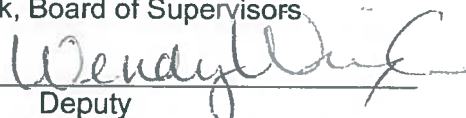
By   
County Counsel

AMENDMENT NUMBER ONE  
TO AGREEMENT FOR  
INTRASTATE TRANSPORTATION OF PRISONERS

COUNTY OF SISKIYOU

By:   
Ed Valenzuela, Chair

ATTEST:  
COLLEEN SETZER  
Clerk, Board of Supervisors

By:   
Deputy

APPROVED AS TO ACCOUNTING FORM:

Fund 1002 Organization 203010 Account 729010  
15/16 0.01  
16/17 0.01  
17/18 0.01  
18/19 0.01

Encumbrance number (if applicable) E1500192

If not to exceed, include amount not to exceed:

*For multi-year contracts, please include separate sheet with financial information for each fiscal year.*

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

THIS AGREEMENT, dated August 12, 2014, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF SISKIYOU 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 SISKIYOU.
- (b) The County of SISKIYOU is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of SISKIYOU. 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 SISKIYOU 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 SISKIYOU. 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 SISKIYOU, 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 SISKIYOU 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 SISKIYOU.

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 SISKIYOU 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 SISKIYOU.

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

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

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

7.4    The County of SISKIYOU 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 SISKIYOU 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 SISKIYOU.

**8.0    PAYMENT PROCEDURES**

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

County of SISKIYOU 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 SISKIYOU 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 SISKIYOU 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 SISKIYOU.

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

County of SISKIYOU  
Attn:  
Address 305 Butte Street  
Yreka, CA 96097  
Phone (530) 842-8300  
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 SISKIYOU.

\* \* \* \* \*

**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES AND COUNTY OF SISKIYOU  
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 SISKIYOU has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.


COUNTY OF LOS ANGELES

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

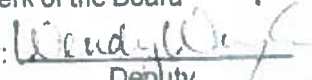
By:   
John L. Scott  
Sheriff

COUNTY OF SISKIYOU

Dated: 8/12/14

By:   
Chairman, Board of Supervisors  
Michael N. Kobseff

ATTEST:  
COLLEEN SETZER  
County Clerk & Ex-Officio  
Clerk of the Board

By:   
Deputy

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

By:   
Senior Deputy County Counsel

APPROVED AS TO FORM:  
COUNTY OF SISKIYOU  
COUNTY COUNSEL

By:   
County Counsel

Siskiyou County Sheriff

Jon L. Lee, Sheriff-Coroner

APPROVED AS TO ACCOUNTING FORM:

Fund 1002 Organization 203010 Account 729010

14/15 0.01  
15/16 0.01  
16/17 0.01  
17/18 0.01  
18/19 0.01

CA

Jennie Ebejer, Auditor-Controller

County of Siskiyou

Tom Odum, CAO

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick, Risk Management