

Attachment B

**RECIPROCAL INTERCOUNTY TRANSPORTATION OF PRISONERS SERVICES
AGREEMENT
BY AND BETWEEN
COUNTY OF SANTA BARBARA
AND COUNTY OF VENTURA**

This Reciprocal Intercounty Transportation of Prisoners Services Agreement ("Agreement") is made and entered into by and between the County of Santa Barbara and the County of Ventura for the performance of reciprocal Intercounty 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 Ventura and the County of Santa Barbara.
- (b) The County of Ventura is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Ventura. The County of Santa Barbara is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Santa Barbara. This process involves considerable cost to the parties.
- (c) The Ventura County Sheriff's Department operates a prisoner transportation system with trips between counties within the State of California. The Santa Barbara County Sheriff's Department operates a prisoner transportation system with trips between counties within the State of California.
- (d) The County of Ventura is desirous of contracting with the County of Santa Barbara for the performance of prisoner transportation services by the Santa Barbara County Sheriff's Department between counties within the State of California. The Santa Barbara County Sheriff's Department is willing, able, and desires to perform this service.
- (e) The County of Santa Barbara is desirous of contracting with the County of Ventura for the performance of prisoner transportation services by the Ventura County Sheriff's Department between counties within the State of California. The Ventura County Sheriff's Department 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 Santa Barbara, through the Santa Barbara County Sheriff's Department, and the County of Ventura, through the Ventura 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 Santa Barbara 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 Santa Barbara.
- 2.2 The rendition of the services performed by the Ventura 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 Ventura.
- 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 Santa Barbara and the County of Ventura.
- 2.4 The County of Ventura shall not be called upon to assume any liability for the direct payment of the Santa Barbara County Sheriff's Department salaries, wages, or other compensation to any Santa Barbara County personnel performing services hereunder for said County of Ventura. Except as herein otherwise specified, the County of Ventura shall not be liable for compensation or indemnity to any County of Santa Barbara 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 Santa Barbara shall not be called upon to assume any liability for the direct payment of the Ventura County Sheriff's Office salaries, wages, or other compensation to any County of Ventura personnel performing services hereunder for said County of Santa Barbara. Except as herein otherwise specified, the County of Santa Barbara shall not be liable for compensation or indemnity to any County of Ventura 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 Ventura agrees that the Santa Barbara 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 SANTA BARBARA

- 3.1 The County of Santa Barbara, upon request by the County of Ventura, 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 Ventura to a place mutually agreeable to the parties, either to the County of Ventura or to another agreed upon location.
- 3.2 Such prisoner transportation services provided by the Santa Barbara County Sheriff's Department shall be provided according to the schedules established and maintained by the Santa Barbara County Sheriff's Department.
- 3.3 When the County of Ventura requires movement of prisoners between counties within the State of California, the County of Ventura shall notify the Santa Barbara County Sheriff's Department 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 Ventura to an agreed upon location.
- 3.4 The Santa Barbara County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of Ventura 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 Ventura or location of mutual agreement.

- 3.5 The County of Santa Barbara shall be responsible for the physical custody of County of Ventura prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Santa Barbara County Sheriff's Department transportation personnel from the arresting law enforcement agency.
- 3.5.5 The County of Santa Barbara shall ensure that all prisoners' property, which is transported to the County of Ventura, is searched and is free of any contraband. The County of Santa Barbara agrees to meet all of the policies and procedures set forth by the County of Ventura regarding the booking of prisoners' property. If any property or contraband is transported, and is outside of the receiving county's policy or procedures, it will be the responsibility of the transporting county to retain custody of the item for proper disposition. It is the responsibility of the transporting county to be familiar with the receiving county's policies and procedures regarding the booking of prisoners' property.
- 3.6 The County of Santa Barbara hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Ventura prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Santa Barbara, 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 Santa Barbara 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 Santa Barbara County Sheriff's Department transportation personnel before the Santa Barbara 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 Ventura becomes ill or injured enroute, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Ventura by means of an invoice issued by and paid to the County of Santa Barbara. The County of Santa Barbara further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations enroute to/from Santa Barbara County. If the County of Santa Barbara refuses to transport a prisoner, it shall immediately notify the requesting County of Ventura agency via CLETS of this fact, and the reason therefore.

- 3.8 The County of Santa Barbara will only transport male prisoners sixteen (16) years or older.
- 3.9 The County of Santa Barbara, upon accepting County of Ventura 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 Santa Barbara shall immediately notify, via CLETS, the County of Ventura requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 SCOPE OF SERVICES BY COUNTY OF VENTURA

- 4.1 The County of Ventura, upon request by the County of Santa Barbara, 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 Santa Barbara to a place mutually agreeable to the parties, either to the County of Santa Barbara or to another agreed upon location.
- 4.2 Such prisoner transportation services provided by the Ventura County Sheriff's Office shall be provided according to the schedules established and maintained by Ventura County Sheriff's Department.
- 4.3 When the County of Santa Barbara requires movement of prisoners between counties within the state of California, the County of Santa Barbara shall notify the Ventura 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 Ventura to an agreed upon location.
- 4.4 The Ventura County Sheriff's Office Transportation Bureau shall the send a return message via CLETS to the agency of the County of Santa Barbara 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 Ventura shall be responsible for the physical custody of County of Santa Barbara prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Ventura County Sheriff's Department transportation personnel from the arresting law enforcement agency.
- 4.5.5 The County of Ventura shall ensure that all prisoners' property, which is transported to the County of Santa Barbara, is searched and is free of any contraband. The County of Ventura agrees to meet all of the policies and procedures set forth by the County of Santa Barbara reference the booking of prisoners' property. If any property or contraband is transported, and is outside of the receiving county's policy or procedures, it will be the responsibility of the transporting county to retain custody of the item for proper disposition. It is the responsibility of the transporting county to be familiar with the receiving county's policies and procedures regarding the booking of prisoners' property.
- 4.6 The County of Ventura hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Santa Barbara prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Ventura, 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 Ventura 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 Ventura County Sheriff's Office transportation personnel before the Ventura 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 Ventura becomes ill or injured enroute, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Santa Barbara by means of a invoice issued by and paid to the County of Ventura. The County of Ventura 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 Ventura refuses to transport a prisoner, it shall immediately notify the County of Santa Barbara requesting agency via CLETS of this fact, and the reason therefore.
- 4.8 The County of Ventura will only transport male prisoners sixteen (16) years or older.
- 4.9 The County of Ventura, upon accepting County of Santa Barbara 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 Ventura shall immediately notify, via CLETS, the County of Santa Barbara requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

5.0 INDEMNIFICATION

- 5.1 County of Santa Barbara shall indemnify, defend, and hold harmless the County of Ventura, 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 Santa Barbara's acts and/or omissions arising from third party claims relating to the performance of this Agreement.
- 5.2 County of Ventura shall indemnify, defend, and hold harmless the County of Santa Barbara, 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 Ventura's acts and/or omissions arising from third party claims relating to the performance of 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 Santa Barbara or the County of Ventura 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 Intercounty prisoner transportation services so long as the parties continue to provide reciprocal Intercounty prisoner transportation services.

8.2 Notwithstanding Paragraph 8.1 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 Santa Barbara and County of Ventura.

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 Ventura represents and warrants that the person executing this Agreement for County of Ventura is an authorized agent who has actual authority to bind the County of Ventura to each and every term, condition, and obligation of this Agreement and that all requirements of County of Ventura have been fulfilled to provide such actual authority.
- 11.2 County of Santa Barbara represents and warrants that the person executing this Agreement for County of Santa Barbara is an authorized agent who has actual authority to bind the County of Santa Barbara to each and every term, condition, and obligation of this Agreement and that all requirements of County of Santa Barbara 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 Ventura.

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 Santa Barbara shall be addressed as follows:

Santa Barbara County Sheriff's Department
Attn: Transportation Sergeant
4436 Calle Real
P.O. Box 6427
Santa Barbara, Ca 93160
Phone (805) 681-4052

13.3 Notices to County of Ventura shall be addressed as follows:

Ventura County Sheriff's Office
Attn: HOJ / Transportation Sergeant
800 South Victoria Avenue
Ventura, California 93001
(805) 654-2350

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 Santa Barbara and County of Ventura.

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