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MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF LONG BEACH

FOR THE

GOVERNOR GEORGE DEUKMEJIAN

COURTHOUSE LOCKUP OPERATIONS



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LONG BEACH
FOR THE
GOVERNOR GEORGE DEUKMEJIAN
COURTHOUSE LOCKUP OPERATIONS**

This Memorandum of Understanding ("MOU") for the Governor George Deukmejian Courthouse ("Courthouse") Lockup Operations is made and entered into by and between the County of Los Angeles ("County"), by and through the Los Angeles County Sheriff's Department ("LASD") and the City of Long Beach ("City"), by and through the Long Beach Police Department ("LBPD"), effective upon execution by both parties.

1. BACKGROUND AND PURPOSE

- 1.1 The LASD and LBPD have worked together with regard to the care and custody of inmates while in the old Long Beach Courthouse. The LBPD escorted their inmates (which originated from the LBPD jail) to the courthouse and retained custody of their inmates until they were remanded to the custody of the LASD or returned to the LBPD jail for release. This practice continues in the new Governor George Deukmejian Courthouse.
- 1.2 In the old courthouse, the LBPD waited with their inmates in the public areas of the courthouse because the LASD lockup was too small to accommodate the LBPD inmates; however, in the new Courthouse the lockup is large enough to accommodate the LBPD and their inmates. The LBPD now works alongside LASD personnel in the LASD lockup.
- 1.3 The practice of the LBPD having care and custody of their inmates while inside the old courthouse, until remanded to the LASD, has transitioned to the new Courthouse.
- 1.4 This MOU defines the framework and guidelines regarding the following areas: duties, movement, property, custody, medical, weapons, force incidents, safety checks, responsibility, and operating disputes between the LASD and LBPD while in the Courthouse.
- 1.5 A LBPD inmate is defined as an inmate in the custody and control of LBPD personnel, regardless if the inmate is inside or outside the Courthouse. The inmate shall remain a LBPD inmate until remanded to the custody of the LASD through official court proceedings.

- 1.6 LBPB inmates will only be accepted into the LASD Courthouse lockup if they meet the current minimum requirements for booking established by the LASD Inmate Reception Center (see Attachment A) The Inmate Reception Center booking requirements are regularly updated and forwarded to all Los Angeles County law enforcement agencies via a JDIC message. Conversely, LASD Courthouse lockup personnel may accept a Long Beach City warrant in any dollar amount if that inmate would not be rejected for any other reason, and that inmate remains in the custody of LBPB personnel.

2. DUTIES

- 2.1 The LASD staffs and maintains the security of the entire Courthouse structure and all of its occupants. The LBPB maintains care, custody, and control of pre-arraigned and post-arraigned inmates that are scheduled for release, which originate from the LBPB jail while inside the Courthouse.
- 2.2 The LASD is, and shall remain, the primary law enforcement agency within the confines of the Courthouse. The LASD shall be immediately notified of any and all law enforcement action taken by the LBPB within the Courthouse, beyond the normal scope or duties.
- 2.3 The on duty LASD watch commander reserves the right to delay or deny the entrance of any LBPB personnel into the Courthouse lockup. LBPB personnel shall be advised of reason(s) and length of delay, if available.
- 2.4 LBPB transport vehicles shall give right-of-way to LASD busses and vehicles entering or exiting the secured underground sally port. LBPB transport vehicles shall not enter or exit the secured underground sally port when LASD transportation vehicles are actively loading or unloading inmates inside the sally port.
- 2.5 LASD and LBPB personnel are equally responsible for maintaining facility security and the safety of all personnel and inmates.

3. EXPLANATION OF MOVEMENT

- 3.1 LBPB arrives via van with their inmates in the secured vehicle loading/unloading zone/sally port in the basement of the Courthouse. LBPB escorts their pre-arraigned inmates into the Courthouse lockup through the secure sally port.

- 3.2 The LBPD is responsible for properly searching their inmates for contraband prior to entering the LASD lockup. Furthermore, LASD personnel shall search all LBPD prisoners upon entering the lockup before they are placed in any holding cell.
- 3.3 LBPD remains with their inmates and will escort them to their designated arraignment court lockups via secure elevator from the Courthouse basement.
- 3.4 LBPD jailers will not merge or comingle their inmates with LASD inmates until they are remanded into the custody of the LASD. Any merging of inmates will be verbally requested and agreed upon between LBPD and LASD personnel prior to the merge.
- 3.5 LBPD personnel will move inmates in accordance with all LASD inmate movement policies and procedures, which include:
 - a. One officer to four inmate ratio.
 - b. All inmates handcuffed behind the back unless waist chained.
 - c. Female inmates may not be moved by a lone male employee unless the movement is video recorded.
- 3.6 LBPD personnel secure their inmates in an appropriate holding cell(s) near or adjacent to the arraignment courtroom.
- 3.7 LBPD personnel escort their inmates into the arraignment courtroom and back to the holding cell(s), if the inmates are to be released or otherwise remain in the custody of LBPD.
- 3.8 If the inmate is remanded to the custody of the LASD, the bailiff and/or lockup deputy assigned to the arraignment court, will take custody of the inmate at the moment the inmate is remanded to the custody of the LASD.
- 3.9 Inmates not remanded to the custody of the LASD will be escorted back down the elevators, through the secure vehicle sally port, and out of the Courthouse.

4. PROPERTY AND PAPERWORK

- 4.1 LBPD personnel will escort their inmates and their property into the LASD lockup. LBPD personnel will transfer all inmate property to an LASD supervisor, and that property will be secured separately from all other inmate property until the inmate's status has been determined.

- 4.2 If the inmate is remanded to the LASD, the LASD personnel will retrieve the property and process it according to established procedures.
- 4.3 If the inmate remains in the custody of the LBPB, the LBPB personnel will retrieve the property and leave the facility with the inmate and their property.
- 4.4 The property of each LBPB inmate shall be individually packaged and readily identifiable to the specific inmate to which it belongs.
- 4.5 The LBPB shall abide by LASD policy and procedures regarding allowable inmate property in a custody facility.
- 4.6 Once a LBPB inmate is remanded into the custody of the LASD, all court and remand paperwork for that inmate shall be immediately transferred to LASD lockup personnel.

5. CUSTODY

- 5.1 LBPB is responsible for the care of the inmates in their custody. LBPB is responsible for supplying a sufficient number of personnel to adequately supervise and transport their inmates; a minimum of one officer/jailer for every four inmates.
- 5.2 Security keys are checked out to LBPB personnel from the LASD office in the Courthouse. The keys are returned to the Courthouse lockup supervisor at the conclusion of the shift/day. The lockup supervisor returns the keys to the LASD office for safekeeping.
- 5.3 LBPB personnel are responsible for the care, custody and safekeeping of their inmates during any emergency, including lockdown procedures. LBPB personnel shall not move any inmate during a facility lockdown without express approval from the on-duty LASD watch commander.
- 5.4 LBPB personnel shall not move any inmate through the basement lockup while any LASD personnel are loading or unloading inmates to or from transportation vehicles via the vehicle sally port.

6. MEDICAL

- 6.1 Responsibility for the medical treatment of sick or injured LBPB inmates remains with the LBPB until said inmates are remanded to the custody of the LASD.

- 6.2 LASD personnel accepting entrance of LBPd inmates into the Courthouse lockup shall physically check the condition of each LBPd inmate, paying particular attention to those individuals who appear sick or injured, to determine if they are fit to appear in court.
- 6.3 Factors which may prevent fitness for court may include, but are not limited to, inmates who appear under the influence of alcohol and/or drugs, appear to be suffering withdrawal symptoms from habitual drug or alcohol use, are in medical distress, or suffer from a medical disorder or require medical treatment and clearance prior to entering the Los Angeles County Jail system.
- 6.4 An authorized LASD medical screening form shall be completed and provided for each LBPd inmate prior to entering the Courthouse lockup. LASD lockup personnel shall refuse to accept a LBPd inmate into the lockup until such time as a properly completed LASD medical screening form is obtained. Only LASD approved medical screening forms shall be acceptable for admittance into the Courthouse lockup.
- 6.5 Any question as to the medical fitness of an inmate for court may be addressed to a LBPd supervisory and/or an LASD lockup supervisor. The on-duty physician or qualified medical professional shall have final authority as to the medical fitness for court, and shall document his or her determination on the County Medical Treatment Form. If a disagreement still exists, a commanding officer from LBPd and LASD shall confer to resolve the issue; however, the LASD still retains final authority in determining whether an inmate is suitable for court. LBPd shall then transport the inmate back to court after medical treatment.
- 6.6 If a LBPd inmate becomes sick or injured, or otherwise requires immediate medical transport, and LBPd does not have a patrol car or other sufficient vehicle available at the time of transport; LASD personnel will initiate the transport and provide transportation to a hospital, until relieved by LBPd personnel.
- 6.7 If a LBPd inmate is taken to, or accompanied by, LASD personnel to the hospital, LBPd shall assume custody of that inmate within ninety (90) minutes of notification to a LBPd supervisor by LASD. If ninety (90) minutes elapses without a change in custody, LASD and LBPd supervisors shall confer to expeditiously transfer custody of the inmate to LBPd personnel.

7. WEAPONS AND CONTRABAND

- 7.1 Firearms and edged weapons are prohibited from inside the secure area of the Courthouse and any secure LASD jail or lockup.
- 7.2 Such weapons shall be secured in an appropriate gun locker or other suitable locked enclosure, prior to entering any secured area of the Courthouse.
- 7.3 Cellular phones are prohibited from entering any LASD secured facility, including the Courthouse lockup.

8. FORCE INCIDENTS

- 8.1 LBPB supervisors are responsible for all force incidents involving their personnel. Any discrepancies over who will handle the investigation will be resolved by the LASD lockup sergeant and the LBPB supervisor.
- 8.2 Any force used by LASD personnel will be handled by an LASD supervisor per the current and established force policy.

9. INMATE/PRISONER SAFETY CHECKS

- 9.1 Any and all required safety checks shall be completed and documented by LASD personnel. LBPB personnel are not precluded from conducting safety checks on their inmates at any time; however, any such safety check shall not compromise personnel safety or facility security.
- 9.2 Safety checks on all inmates within the Courthouse shall be completed and documented at least every thirty (30) minutes.
- 9.3 Safety checks shall be completed and documented every fifteen (15) minutes when the inmate is other than general population (i.e. minor, mentally ill, high-risk, etc.).
- 9.4 Safety checks shall be completed and documented in accordance with established LASD policy and procedures and California Title 15 standards.

10. OPERATING DISPUTES

- 10.1 Disputes between LASD and LBPB personnel shall be immediately reported to a supervisor. Each agency will supply a supervisor to meet and confer regarding the dispute. Each agency shall make a good faith effort to resolve the dispute in a manner which is equally beneficial to the agencies.
- 10.2 Each agency shall report the dispute through their respective chain of command in order to establish policies, procedures, and/or guidelines to assist in preventing future disputes and creating a more efficient working environment.

11. TERM OF MOU

- 11.1 The term of this MOU shall commence upon execution by both parties and terminate June 30, 2019, unless sooner, extended or terminated, in whole or in part, as set forth herein.
- 11.2 The term of this MOU may be extended upon the consent of both parties. Any such extension shall be in the form of a written amendment in accordance with Section 15, Amendments, of this MOU.

12. TERMINATION

Either party may terminate this MOU, in whole or in part, for any reason whatsoever with sixty (60) calendar days advance written notice to the other party.

13. MUTUAL INDEMNIFICATION

- 13.1 City shall indemnify, defend, and hold harmless County, 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 City's and LBPB's acts, and/or omissions arising from, and/or relating to this MOU.

13.2 County shall indemnify, defend, and hold harmless City, its 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's and LASD's acts and/or omissions arising from and/or relating to this MOU.

14. NOTICES

14.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this MOU 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.

14.2 Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone #: (323) 526-5737

14.3 Notices to City shall be addressed as follows:

City of Long Beach Police Department
Attn: Support Bureau
Address: 400 W. Broadway, Long Beach CA. 90802
Phone #: 562-570-6179

15. AMENDMENTS

All changes, modifications, or amendments to this MOU, must be in the form of a written Amendment executed by both parties.

16. COMPLIANCE WITH APPLICABLE LAWS

In the performance of this MOU, both parties shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

17. GOVERNING LAW

This MOU 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 MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

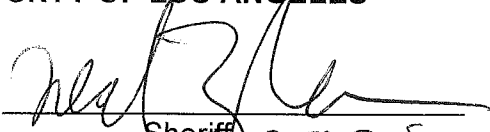
18. ENTIRE AGREEMENT

This MOU, and any executed amendments hereto, constitute the complete and exclusive statement of understanding of the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this MOU. No change to this MOU shall be valid unless prepared, pursuant to Section 15, Amendments, of this MOU.

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AND CITY OF LONG BEACH
FOR THE
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COURTHOUSE LOCKUP OPERATIONS**


IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: 
Sheriff EXECUTIVE OFFICER

Date: 5-19-14

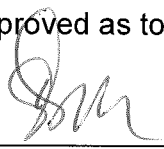
CITY OF LONG BEACH

Assistant City Manager
By:  EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date: 10-17-14

COUNTY COUNSEL

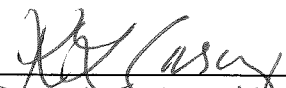
Approved as to Form:

By: 

Date: 12/11/14

CITY COUNSEL

Approved as to Form:

By: 
Deputy City Attorney

Date: October 7, 2014

SUP REFERENCE

ATTACHMENT A

From: JDICXSEND
Sent: Monday, March 10, 2014 10:35 AM
To: JDIC Messages
Subject: IRC POLICIES ON BAIL ACCEPTANCE AND MISDEMEANOR ARRESTS [From: BOM2 - #Pages: 02]

PAGE 01 TO: (XASF) FROM: BOM2 03/10/14 10:29:55

SHERIFF'S DEPARTMENT BROADCAST ANNOUNCEMENT
INMATE RECEPTION CENTER

TO: ALL LOS ANGELES COUNTY LAW ENFORCEMENT AGENCIES

SUBJECT: IRC POLICIES ON BAIL ACCEPTANCE AND MISDEMEANOR ARRESTS

**** REVISED 07-27-11 ****

BELOW IS THE MISDEMEANOR BAIL ACCEPTANCE POLICY FOR BOOKING PERSONS AT THE INMATE RECEPTION CENTER (IRC). IF A MISDEMEANOR MEETS THE POLICY FOR ACCEPTANCE INTO IRC, THE BOOKING AGENCY OR STATION MUST STILL RECEIVE THE IRC WATCH COMMANDER'S APPROVAL AFTER ADVISING OF THE NEED TO BOOK AT IRC. THE IRC WATCH COMMANDER HAS THE AUTHORITY TO MAKE EXCEPTIONS TO THIS POLICY IF THE SITUATION SO DICTATES.

MISDEMEANOR ARRESTS NOT REQUIRING THE WATCH COMMANDER'S APPROVAL INCLUDE THOSE PERSONS ARRESTED ON AN OUT-OF-COUNTY WARRANT AS THE ONLY CHARGE, AND THOSE ARRESTED BY THE CALIFORNIA HIGHWAY PATROL, DISTRICT ATTORNEY'S OFFICE, OR PUBLIC HEALTH INVESTIGATORS FROM THE DEPARTMENT OF HEALTH SERVICES.

THE INMATE RECEPTION CENTER WILL CONTINUE TO ACCEPT PERSONS ARRESTED ON FELONIES WHO HAVE MEDICAL CONDITIONS, WITH THE APPROVAL OF THE ON-DUTY WATCH COMMANDER AT THE INMATE RECEPTION CENTER.

IRC WILL NOT ACCEPT INMATES CARRYING A MAXIMUM AGGREGATE BAIL AMOUNT OF \$25,000.00 OR LESS FOR NEW AND/OR REMANDED MISDEMEANOR CASES, AND \$25,000.00 OR LESS FOR WARRANT CASES (INCLUDING BENCH WARRANTS), UNLESS INMATE HAS A HOLD PLACED BY THE BUREAU OF IMMIGRATION AND CUSTOM ENFORCEMENT AND THE FOLLOWING EXCEPTIONS:

- HAS A PROBATION VIOLATION CHARGE(1203.2 PC);
- HAS RETURNED TO COUNTY CUSTODY FROM STATE PRISON WITH A DETAINER;
- WAS BOOKED WITH A CHARGE OF 4011.6 PC, MENTAL DISORDER;
- DEMANDS TO APPEAR BEFORE A MAGISTRATE;

- REFUSES TO SIGN THE CITATION;
- HAS A CHARGE WHICH IS A FELONY VIOLATION OF THE VEHICLE CODE;
- HAS A CHARGE WHICH IS A VIOLATION OF A PROTECTIVE ORDER RELATED TO DOMESTIC VIOLENCE: 166(C)(1) PC, 273.6 PC;
- HAS A CHARGE WHICH IS 243(E) PC;
- HAS A CHARGE WHICH IS 273.5 PC;
- IS CHARGED WITH A SEX CRIME AGAINST A MINOR:
 - 311.1(A) PC, 311.2(A), (B) OR (C) PC, 311.3(A) OR (D) PC; 311.4(A) PC, 311.11(A) PC, 314.1 PC, 647.6 PC;
- IS CHARGED WITH CHILD ABUSE: 273(D) PC;
- HAS AN OUT-OF-COUNTY WARRANT;
- IS CHARGED WITH AN ESCAPE FROM CUSTODY: 4532 PC;
- HAS A CHARGE INVOLVING THREATS TO A PUBLIC OFFICIAL, JUDGE, JUROR, OR WITNESS: 69 PC, 71 PC, 76 PC,

PAGE 02

- 95.1 PC, 136.1(A) OR (B) PC, 139 PC;
- HAS A CHARGE INVOLVING A FALSE BOMB REPORT: 148.1PC;
- HAS A CHARGE OF BRINGING A GUN INTO GOVERNMENT OFFICES: 171(C) PC;
- IS CHARGED WITH BATTERY ON A JUROR: 243.7 PC; AND
- HAS A CHARGE OF CHILD STEALING: 278 PC.

WATCH COMMANDERS HAVE THE DISCRETION TO ACCEPT TSB BOOKINGS, AND/OR NOT ISSUE A CITATION AND INCARCERATE THE ARRESTEE IF HE OR SHE:

- CANNOT PROVIDE SATISFACTORY EVIDENCE OF PERSONAL IDENTIFICATION (POSITIVE LIVESCAN IS CONSIDERED SATISFACTORY EVIDENCE OF IDENTIFICATION); OR
- IS INTOXICATED (CITE CONSISTENT WITH EXISTING POLICY).

ALL INQUIRIES CONCERNING THIS REVISED BAIL ACCEPTANCE POLICY MAY BE DIRECTED TO IRC STAFF AT (213) 893-5758 OR THE IRC WATCH COMMANDER AT (213) 893-5303.

JOHN L. SCOTT, SHERIFF

SNDG/JH