

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 4/2/2007	Department ID Number: PD-07-001

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, DPA, City Administrator

PREPARED BY: KENNETH W. SMALL, Chief of Police *K. Small (ACTING C.O.P.)*

SUBJECT: APPROVE INTERGOVERNMENTAL SERVICE AGREEMENT WITH THE CITY OF TUSTIN FOR CONTRACT JAIL SERVICES

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: The City of Tustin has requested the use of our booking and jail facility for detainees. The City of Tustin has sporadically used our facility in the past and is now requesting a contract for regular use.

Funding Source: There are no costs associated with this contract.

Recommended Action: Motion to:

1. Approve and authorize the Mayor and City Clerk to execute the Intergovernmental Service Agreement between the City of Huntington Beach and the City of Tustin for the detention at the Huntington Beach Police Department of detainees held in custody by the Tustin Police Department.

Alternative Action(s): Deny request for Intergovernmental Service Agreement between the City of Huntington Beach and the City of Tustin for the detention at the Huntington Beach Police Department of detainees held in custody by the Tustin Police Department and direct staff accordingly.

E-7

REQUEST FOR ACTION

MEETING DATE: 4/2/2007

DEPARTMENT ID NUMBER:PD-07-001

Analysis: For the past several years, the City of Tustin has used our Jail facility for booking detainees that their detention facility cannot accommodate due to space and personnel issues. In the past, the annual number of Tustin detainees received by the Huntington Beach Jail is 30, approximately 3 per month.

When a Tustin Police Officer brings a detainee to the Huntington Beach Jail, the jail staff must complete three processes, including booking of the detainee into an automated system, digitally photograph the subject, and fingerprint the subject. Historically, the majority of the Tustin detainees are detained for ½ to 1 day. As specified in the contract, the City of Tustin will reimburse the City of Huntington Beach \$55.00 for inmates detained for public intoxication, a violation of 647(f)/849(b)2 of the California Penal Code. The rate for all other detainees will be \$155.00 for the first day and \$55.00 for every day thereafter.

The housing of 30 inmates per year is within our capabilities and would not negatively impact the jail operations. It is estimated that if this contract is approved, the bookings from the City of Tustin could generate a minimum of \$ 3,000 annually. The revenues should be directed to the Jail Programs Business Unit, account 10000100.

Environmental Status: None

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Contract between City of Huntington Beach and City of Tustin

RCA Author: Mindy James/Dale Miller

E7.2

E7.3

ATTACHMENT #1

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INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE CITY OF
HUNTINGTON BEACH AND THE CITY OF TUSTIN FOR THE DETENTION AT
HUNTINGTON BEACH POLICE DEPARTMENT OF DETAINEES HELD IN CUSTODY BY
THE TUSTIN POLICE DEPARTMENT

The Agreement ("Agreement") is made and entered into by and between the City of Huntington Beach ("City"), a municipal corporation of the State of California, and the City of Tustin ("Agency"), a municipal corporation of the State of California.

RECITALS

A. CITY desires to provide the detention facilities of the Huntington Beach Police Department for detainees held in custody by the Tustin Police Department. The types of detainees shall be non-juvenile, male and female.

B. AGENCY desires to use the detention facilities of the Huntington Beach Police Department for detainees held for drunk in public (violation of 647(f)/849(b)2) of the Penal Code) and any other detainees as AGENCY determines.

AGREEMENT

1. TERM

The term of this Agreement shall be for one (1) year and shall commence upon the execution of the Agreement. Unless CITY notifies AGENCY at least ninety (90) days before this Agreement expires, this Agreement shall automatically renew for another one (1) year period and continue for like period each year until cancelled by either party. This Agreement may be terminated at any time by mutual consent of the parties, or by either party upon thirty (30) days notice to the other party.

2. COVERED SERVICES

CITY agrees to, at its discretion and subject to the availability of City's facilities, the housekeeping, safekeeping, and subsistence of detainees of AGENCY in accordance with this Agreement. CITY shall bill Agency for the following fees:

Drunk In Public Detainees \$55.00 per day
647(f)PC; 849(b)2 PC:

All other Detainees: \$155.00 for the first day \$55.00
for every day thereafter.

3. SUPPORT AND MEDICAL SERVICES

CITY agrees to accept and provide for the secure custody, care, and safekeeping of AGENCY's detainees in accordance with state and local law standards, policies, procedures, and court orders applicable to the operation of CITY's facility. CITY agrees to provide AGENCY's detainees with the same level of medical care and services provided to the CITY's inmates, including the transportation and security for detainees requiring removal from the facility for emergency medical or mental health services.

Original invoices for all costs associated with hospital or health care services provided to the AGENCY's detainees outside CITY's facility shall be submitted to AGENCY for direct payment by AGENCY to the service provider. CITY shall notify AGENCY, as soon as possible, of all emergency medical or mental health cases requiring removal of detainees from CITY's facility and to obtain prior authorization for removal for all other medical or mental health services required.

Persons injured or ill prior to arrival at the Huntington Beach City Jail must have been cleared through a doctor or hospital of the arresting agency's choice. If the arrestee requires further medical or mental health treatment due to injury or illness incurred prior to booking, the arresting agency will be responsible for all required transportation and treatment in association therewith. All testing of blood, breath, and/or urine shall be the responsibility of the arresting agency.

4. COURT PACKAGES

The arresting agency shall be responsible for all court packages. CITY will be responsible for transportation for arraignment to the appropriate courthouse.

5. INDEMNIFICATION AND HOLD HARMLESS

AGENCY shall protect, defend, indemnify, and hold harmless CITY, its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, cost (including without limitation costs and fees of litigation of every nature) arising from or in connection with performance of this Agreement or its failure to comply with any of its obligation contained in this

Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY.

CITY shall protect, defend, indemnify, and hold harmless AGENCY, its officers, officials, employees and agents from and against any and all liability, loss damage, expenses, costs (including without limitation costs and fees of litigation of every nature) arising from or in connection with performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the AGENCY.

6. FINANCIAL PROVISIONS

The billing address of AGENCY is:

Chief of Police
City of Tustin
300 Centennial Way
Tustin, CA 92660

7. NOTICES

Any notice or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to AGENCY or to CITY, as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid and depositing the same in the United States Mail addressed as following:

TO CITY:

Police Chief
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

TO AGENCY:

Police Chief
City of Tustin
300 Centennial Way
Tustin, CA 92780

8. PAYMENT

Payment by AGENCY to CITY shall be due by the thirtieth (30th) calendar day after receipt by AGENCY of a proper invoice from CITY. The date of the check issued in payment shall be considered the date payment is made.

9. ATTORNEY'S FEES

In the event suit is brought by either party to enforce the terms and provisions of this agreement or to secure the performance hereof, each party shall bear its own attorney's fees.

10. ENTIRETY

The forgoing sets forth the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers _____ 2007.

CITY OF TUSTIN, a municipal corporation
of the State of California

By Scott M Jordan

Name: SCOTT M JORDAN

Title: CHIEF OF POLICE

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

APPROVED AS TO FORM:

Jennifer M. Fah
City Attorney
4/14/07
2/13/07

REVIEWED AND APPROVED:

Penelope Cullin
City Administrator

INITIATED AND APPROVED:

Keedell
Police Chief