

# ***CITY COUNCIL AGENDA REPORT***



MEETING DATE:

ITEM NUMBER: Item Number

**VI-7**

**SUBJECT:** INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND THE CITY OF COSTA MESA FOR DETENTION AT HUNTINGTON BEACH POLICE DEPARTMENT OF DETAINEES HELD IN CUSTODY BY THE CITY OF COSTA MESA POLICE DEPARTMENT

**DATE:** September 7, 2010

**FROM:** Police Department

**PRESENTATION BY:** Lieutenant Tim Schenum, Logistical Support Bureau

**FOR FURTHER INFORMATION CONTACT:** Tim Schenum 714. 754.5266

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## **RECOMMENDATION:**

Approve the Intergovernmental Agreement between the City of Huntington Beach and the Costa Mesa Police Department.

## **BACKGROUND:**

An average of 12 times per year (based on statistics gathered from 2007-2009), the Costa Mesa Police Department arrests and books females for being drunk in public. These females are belligerent and in need of sobering. The City Jail is not equipped or authorized to house female inmates, and under current Orange County Sheriff Department policies, the Orange County Jail will not accept those arrested for the sole charge of drunk in public.

Since at least 1993, the City Jail has been under contractual obligation with, and utilizing the services of, the City of Huntington Beach to book and house our female drunk in public arrests in their Jail, through an Intergovernmental Service Agreement between the two agencies.

In January of 2010, the City was contacted by Jail Administration from the City of Huntington Beach and presented with a new Agreement to continue services. The new Agreement's costs have been cut significantly. Each female booked under the new Agreement will cost the City \$55 and will include one day of housing, reduced from the previous cost of \$125. It should be noted that those females booked into the Huntington Beach Jail are for drunk in public charges only and do not require long-term housing; in fact the females are typically released after a sobering period of about six-hours. Refer to Attachment "1," the Intergovernmental Service Agreement, for details.

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CITY OF COSTA MESA  
BY \_\_\_\_\_

**ANALYSIS:**

In FY 08-09, during a peak time period in that 16 drunk in public females were booked into the City of Huntington Beach Jail facility, the City only incurred a total cost of \$2,435.30.

**ALTERNATIVES CONSIDERED:**

Deny request for the Intergovernmental Service Agreement between the City of Costa Mesa and the City of Huntington Beach and direct staff accordingly.

**FISCAL REVIEW:**

Each detainee booked and convicted by the Costa Mesa Police Department is charged a booking fee. Assuming all booking fees charged are collected, there is no net cost to the City for utilizing the City of Huntington Beach Jail Facility. The fee for Jail Booking is adopted annually as part of the City's User Fees.

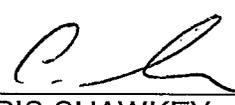
**LEGAL REVIEW:**

Legal has reviewed the document and approved and signed it as to form.

**CONCLUSION:**

Over the past several years, the City of Huntington Beach has provided the City of Costa Mesa with a valuable and necessary service. The acceptance of this proposed Agreement with the City of Huntington Beach will enable the City of Costa Mesa to have continuity in the way the City books female drunk in public inmates, which is essential to Police Department operations.

  
\_\_\_\_\_  
TIM SCHENNUM  
Lieutenant

  
\_\_\_\_\_  
CHRIS SHAWKEY  
Chief of Police

  
\_\_\_\_\_  
COLLEEN O'DONOGHUE  
Assistant Finance Director

  
\_\_\_\_\_  
Richard L. Adams II  
Deputy City Attorney

**DISTRIBUTION:**

ATTACHMENTS: 1 INTERGOVERNMENTAL SERVICE AGREEMENT



INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE CITY OF  
HUNTINGTON BEACH AND THE CITY OF COSTA MESA FOR THE DETENTION AT  
HUNTINGTON BEACH POLICE DEPARTMENT OF DETAINEES HELD IN CUSTODY BY  
THE COSTA MESA 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 Costa Mesa ("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 Costa Mesa 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, it's 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 Costa Mesa  
P. O. Box 1200 Division Command  
Costa Mesa, CA 92626

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 Costa Mesa  
P. O. Box 1200 Division Command  
Costa Mesa, CA 92626

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 AUGUST 02, 2010.

CITY OF COSTA MESA, a municipal corporation of the State of California

By [Signature]

Name: Christopher Shawkey  
Title: Chief of Police

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

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

[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk 8/3/10 @

APPROVED AS TO FORM:

[Signature] 7/13/2010  
City Attorney d/w 11/14/10 7/12/10

REVIEWED AND APPROVED:

[Signature]  
City Administrator

INITIATED AND APPROVED:

[Signature]  
Police Chief