

**INTERGOVERNMENTAL SERVICE AGREEMENT (“Agreement”) BETWEEN THE
CITY OF HUNTINGTON BEACH (“CITY”) AND THE CITY OF COSTA MESA
 (“AGENCY”) FOR DETENTION OF ARRESTEES AT THE HUNTINGTON BEACH
POLICE DEPARTMENT JAIL FOR THE CITY OF COSTA MESA POLICE
DEPARTMENT**

1. TERM

The term of this Agreement shall be for one (1) year and shall commence upon execution of the Agreement. Unless CITY notifies AGENCY at least (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 by providing written notice of termination to such other party at least thirty (30) calendar days prior to the effective date of termination. AGENCY shall pay CITY for any outstanding fees incurred up to effective date of termination for which CITY has not already been previously paid.

2. COVERED SERVICES

CITY agrees to the housekeeping, safekeeping, and subsistence of arrestees held in custody of AGENCY in accordance with this Agreement. CITY shall bill AGENCY for the following fees:

Each arrestee: \$300.00

For arrestees held over 48 hours, an additional: \$75.00 per day

3. SUPPORT AND MEDICAL SERVICES

CITY agrees to accept and provide for the secure custody, care, and safekeeping of AGENCY’S arrestees in accordance with state and local law standards, policies, procedures, and court orders applicable to the operation of the CITY’s facility. The types of arrestees shall be:

- A) Adult female;
- B) Charged with a Misdemeanor Offense 647(f) PC and/or 11550(a) HS
- C) Able to walk and communicate without assistance
- D) Medically cleared for booking by a Licensed Physician, if it is determined that there appears to be potential medical/mental health issues.

CITY agrees to provide AGENCY's arrestees with the same level of medical care and services provided to the CITY's arrestees, including the transportation and security for arrestees requiring removal from the facility for emergency medical or mental health services.

All invoices for all costs associated with hospital and / or health care services provided to the AGENCY's arrestees outside the 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 arrestees for CITY's facility and to obtain prior authorization for removal for all other medical or mental health services required. If an arrestee requires hospitalization, AGENCY will provide security for arrestee until the subject can be released or placed in another facility.

Persons injured or ill prior to arrival at the CITY's jail facility must have been medically cleared through a licensed physician prior to entry. If the arrestee requires further medical or mental health treatment due to injury, illness, or mental health issues incurred prior to booking, AGENCY will be responsible for all required transport and treatment in association therewith. If AGENCY fails to respond and take custody of such arrestees, AGENCY agrees to reimburse CITY for all costs incurred by CITY. Costs will be based on the fully burdened

hourly rate of involved personnel and materials. If this requires the use of overtime personnel, AGENCY will be billed at the fully burdened overtime rate for involved staff.

CITY shall notify AGENCY of likely cell extractions involving AGENCY'S arrestees when the incidents can be contained and the arrestee does not pose an immediate threat to the safety and security of themselves, other inmates, staff or the facility. In these incidents, AGENCY personnel will respond to the CITY and be responsible for the timely removal of the subject from the CITY.

All testing of blood, breath, and / or urine shall be the responsibility of the AGENCY.

CITY reserves the right to deny acceptance of any arrestee due to medical or mental health concerns or operational situations that create an undue burden on the CITY or staff.

All AGENCY arrestees shall be returned to the AGENCY by a member of the AGENCY, where they will be released from custody with a written promise to appear (WPA) or released pursuant to California Penal Code Section 849(b)(2).

4. BOOKING AND COURT PACKAGES

AGENCY officers will complete required booking packets prior to acceptance of arrestee by CITY. AGENCY shall be responsible for all court packages and release documents.

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, 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 Police Department
99 Fair Drive
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:

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

TO AGENCY:

Chief of Police
City of Costa Mesa
99 Fair Drive
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.

11. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both CITY and AGENCY and approved as to form by the City Attorney.

12. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court or competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

13. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized agents/officers on July 24, 2024.

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

Chief of Police

City Manager Carol Molina
Purchasing Officer
Brenda Green 7/24/2024
City Clerk

APPROVED AS TO FORM

City Attorney

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

Mayor

INITIATED AND APPROVED:

Chief of Police

APPROVED AS TO FORM

City Attorney cell

Robin Estanislau

City Clerk 6/20/24

Attachment "A"

Personnel	Hourly Overtime Rate
Detention Officer	\$77.46
Detention Nurse Officer	\$81.41
Detention Shift Supervisor	\$88.64
Police Officer	\$126.24
Police Sergeant	\$149.26