

**HUNTINGTON PARK POLICE DEPARTMENT  
JAIL DIVISION  
AGREEMENT FOR INMATE HOUSING**

THIS INMATE HOUSING AGREEMENT ("AGREEMENT") IS ENTERED INTO ON THIS 16<sup>th</sup> OF JULY 2024 BY AND BETWEEN THE CITY OF HUNTINGTON PARK ("Huntington Park") AND THE CITY OF VERNON ("Vernon" or the "Arresting Agency") FOR HOUSING OF PRE-ARRAIGNMENT ARRESTEES.

**A. TERM OF AGREEMENT**

This Agreement shall commence on July 1, 2024, and shall continue through June 30, 2027, or until terminated pursuant to the terms of this Agreement. Nothing in this Agreement shall be construed to require the Arresting Agency to house inmates in the Huntington Park Police Department Jail facility ("Huntington Park City Jail" or "the Jail").

**B. FEES**

The Huntington Park Police Department ("HPPD") agrees to house pre-arraignment arrestees of the City of Vernon Police Department ("VPD") in the Huntington Park City Jail for a prisoner housing fee. The housing fee and percentage increase is as follows:

- July 1, 2025            3%
  - July 1, 2026            3%
1. Felony Bookings: The cost for felony arrestees is \$236.05 per booking for a maximum of 72-hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, meals, phone calls and DNA sampling.
    - Note: An additional cost of \$79.16 may be applied should there be a need to house an arrestee for an additional day beyond the 72 hours.
  2. Misdemeanor Bookings: The cost for misdemeanor arrestees is \$150.53 per booking for a maximum of 48-hour housing period. The cost includes booking process, jail monitoring, laundry, supplies, phone calls and meals.
  3. Juvenile Detainments: The cost for processing juveniles is \$70.53. The cost does not include visual monitoring or transportation. The Arresting Agency will be required to monitor juveniles until released to the designated Juvenile Hall Facility or released to parents and/or legal guardian. The Arresting Agency shall transport juveniles to Juvenile Hall or other facility when required.

While the above fees per booking take into account the majority of related jail services costs, it does not include any fees that may be applied directly by the Los Angeles County Sheriff's Department should there be a need to transfer an arrestee to the L.A. County Jail for booking and housing. The Arresting Agency will be responsible for transporting the arrestee to L.A. County Jail and paying the associated fees if the need

arises and subject to the terms of this Agreement.

The fees set forth shall increase annually on July 1st of each year by three percent (3%) over the amount of fee for the prior year for the Term of the Agreement, without any further action by Vernon or Huntington Park.

#### **C. BILLING AND PAYMENT**

HPPD will invoice VPD on a monthly basis for jail services rendered. The invoice will be sent to the City of Vernon accounts payable department on or about the 1<sup>st</sup> of every month. Payment to Huntington Park is due within 60 days after receipt of the invoice and shall be mailed to the City of Huntington Park Finance Department at the address in Section G.1 below.

The invoice prepared by HPPD shall at minimum include the following information regarding every prisoner arrested by the Arresting Agency in the previous month:

1. Date and time of booking
2. Date and time of release
3. Name of arrestee
4. Booking number
5. Charge and felony or misdemeanor designation
6. Juvenile Detainments
7. Fee for booking and housing
8. Any additional fees

#### **D. TERMINATION**

1. By Either Party. This Agreement may be terminated by written notice from either party to the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective thirty (30) days after receipt of such notice. Within said thirty (30) days, the Arresting Agency agrees to remove its inmates from the Huntington Park City Jail.
2. By the Arresting Agency due to lack of funding. The obligation of the Arresting Agency to pay Huntington Park under the provisions of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation or budgeting of sufficient funds by the Arresting Agency. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then the Arresting Agency shall have the option of terminating the Agreement upon written notice to Huntington Park, except that all services provided to that point shall be compensated at the agreed rate(s).
3. Termination by Breach. In the event the Arresting Agency breaches or fails to perform or observe any of the terms or conditions of this Agreement, and fails to cure such breach or default within five (5) days of receiving written notice of said

breach or default, or if said breach or default cannot be cured within a reasonable period, Huntington Park may terminate this Agreement in addition to and not in limitation of any other remedy available to Huntington Park at law or in equity, and the failure of Huntington Park to exercise such right shall not be construed as a waiver for any reason, except as subject to any applicable statute of limitations or similar law.

4. In the event of termination of this Agreement for any reason, the Arresting Agency shall compensate Huntington Park in the same manner and at the same rate(s) described herein for inmates then housed at the Huntington Park City Jail after notice of such termination until the Arresting Agency retakes its inmates.

**E. RULES FOR INMATE HOUSING.**

Acceptance and housing of the prisoners at the Huntington Park City Jail are subject to the following rules:

1. HPPD and the Huntington Park City Jail agree to accept and provide for the secure custody, care, and safekeeping of medium or low risk arrestees as determined by pre- booking classification procedures of the Jail. 25% of maximum capacity bed space is guaranteed for VPD at any given time. HPPD has the right to reject any arrestee who, in the good faith opinion of the HPPD Watch Commander, requires special handling or presents a high risk, including risk of flight or of injury to the arrestee or others. The decision to accept or reject the arrestee is that of the HPPD Watch Commander.
2. The decision to accept an arrestee will be based on the following criteria:
  - a. The arrestee must not have any serious physical, mental or emotional medical problem that require; (i) a physician's immediate attention or monitoring; or (ii) prescription medications which the arrestee does not already possess on his/her person when booked.
3. The transporting officers shall enter the Huntington Park City Jail from the established jail facility entrance and shall:
  - a. Inform the Jailer of any known medical problems or need for medication(s) associated with the arrestee.
  - b. Obtain medical booking clearance of any arrestee when required by the HPPD Watch Commander.
  - c. Conduct a complete and thorough booking search of the arrestee and provide all necessary booking information to the Jailer.
4. The Arresting Agency is responsible for arranging all Probable Cause Declaration hearings, and a copy of the approved declaration must be provided to the

Huntington Park City Jail. The Arresting Agency shall be responsible for transporting the arrestee to the designated court for arraignment. The Arresting Agency shall inform the Jailer of the date and time an arrestee is to be prepared for court pick-up by the Arresting Agency, and the Jailer shall prepare the arrestee for pick up accordingly.

5. The Arresting Agency is responsible for transporting females booked on felony charges, held on warrant(s), parole hold, or any other legally authorized hold, to the appropriate L.A. County Sheriff Jail Facility within 2 hours of being notified that the female is ready for transport. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander.
6. If any serious medical, mental or behavioral problems arise while the arrestee is in custody of the Huntington Park City Jail, and the HPPD Watch Commander determines in good faith that the Jail does not have the resources to handle the arrestee or that the arrestee presents a significant flight risk or high risk of injury to himself/herself or others, the Arresting Agency will be notified and shall send transporting officers within two hours to transport the arrestee to another facility. A delay beyond 2 hours shall be reported by the Arresting Agency to the HPPD Watch Commander. If transport officers are not available from the Arresting Agency, the Arresting Agency will be charged for the transportation costs by HPPD personnel to an appropriate Los Angeles County-operated facility at the rate of \$88.28 per hour.
7. In an emergency in which immediate medical attention is needed due to an arrestee's pre-existing condition of which the Arresting Agency had notice prior to booking at the Jail, the designated Fire Department will be notified, and the cost of paramedic response will be charged to the Arresting Agency. Under the preceding circumstances, the Arresting Agency will be notified if paramedics are called, and the arrestee is transported to the Los Angeles County Jail Medical Ward or some other appropriate medical facility. All costs for medical treatment of such arrestees shall be borne by the Arresting Agency. Notwithstanding anything to the contrary, however, if the cause of the arrestee's emergency transportation to a medical facility and subsequent hospitalization and treatment is; (i) a pre-existing medical condition of which the Arresting Agency was unaware at the time of booking; (ii) a post-booking accident that occurs on the Jail's grounds, whether or not the arrestee may have been contributorily negligent; (iii) assaults by other local prisoners; or (iv) any other reason similar to the foregoing, then all transportation and medical costs shall be the responsibility of Huntington Park. To be clear, in such an event, Huntington Park shall bear all costs for paramedic response, transportation to a medical facility, and medical treatment of the arrestee. Disposition responsibility of arrestees, if hospitalized, rests with the Arresting Agency, and the Arresting Agency shall bear the transportation and medical costs of any required follow-up treatment.
8. Investigating officers from the Arresting Agency will be allowed access to the

arrestee by calling the Huntington Park City Jail prior to arrival. They shall comply with all regulations of the Jail.

9. Visitors are restricted to the arrestee's attorney, bail bonds personnel, individuals presenting cash bail, or other persons authorized by the Arresting Agency with the concurrence of the HPPD Watch Commander and in accordance with Huntington Park City Jail policy.
10. Transportation to courts is the responsibility of the Arresting Agency. Those cases which require a filing by the District Attorney will be the responsibility of the Arresting Agency. Verbal dispositions will not be accepted.
11. HPPD may refuse to release VPD inmates or prisoners on a citation, or under the provision of PC 849(b)(1) for any alleged violation of law involving either crimes against another person or weapons. Inmates arrested for such charges may need to be picked up and transported back to the Arresting Agency for release. Should the Arresting Agency fail to pick up an arrestee, HPPD will transport the arrestee(s) to the Arresting Agency for release. Such transportation will be invoiced to Vernon at the rate of \$88.28 per hour, on a one-hour minimum basis.
12. All testing of blood, breath, or urine shall be the responsibility of the Arresting Agency. The Arresting Agency shall be responsible for the preparation and delivery of all court document packages.
13. The Arresting Agency shall reimburse Huntington Park any reasonable costs associated with the court appearance of a member of HPPD regarding an arrestee of the Arresting Agency.
14. The arresting VPD officer shall remove all personal property from an arrestee as required by established Jail procedure. The HPPD Jailer will secure the arrestee's personal property in accordance with established Jail procedure.

Bulky items such as bicycles, large backpacks, large purses, etc., and money in excess of \$400.00 will not be secured or held by HPPD or by any employee of Huntington Park; the Arresting Agency shall be solely responsible for securing bulky items and/or money in excess of \$400.00.

The arrestee's personal property in the custody of the Huntington Park City Jail will be released to a VPD officer when the arrestee is transferred from the Jail, or the property will be returned to the arrestee when the arrestee is released from custody from the Jail.

15. Any contraband found on an arrestee after the arrestee has been booked shall be the responsibility of the Arresting Agency. HPPD will temporarily hold the contraband until it is picked up by VPD.
16. VPD shall pick up and retain all original booking slips and associated paperwork for

each arrestee. HPPD will not maintain any original records or copies of records of VPD arrestees.

17. Death of an Inmate While in Huntington Park's Custody.

- a. In the event of the death of an Arresting Agency's inmate while in HPPD's physical custody, Huntington Park shall notify the County Coroner or appropriate agency. The Arresting Agency shall receive copies of any records made at the time of or in connection with such notification.
- b. Huntington Park shall immediately notify the Arresting Agency of the death of an Arresting Agency's inmate, furnish information as requested, and follow the instructions of the Arresting Agency with regard to the disposition of the remains. In the case of an unattended death, suspicious death, or criminal case, the County Coroner or appropriate agency will have authority over the deceased and would coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate.

**F. INDEMNIFICATION; HOLD HARMLESS.**

The Arresting Agency shall defend, indemnify, and hold harmless Huntington Park, its officers, and employees, from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by the Arresting Agency, its officers, and employees relating to its detention, arrest, transportation of arrestees, or other activities, duties, or obligations under this Agreement. Huntington Park shall defend, indemnify, and hold harmless the Arresting Agency, its officers, and employees from and against all liability for false arrest, false imprisonment, violation of civil rights, or other claims arising out of intentional or negligent acts or omissions by Huntington Park, its officers, and employees relating to its activities, duties, or obligations under this Agreement.

In the event the acts or omissions of the elected or appointed officials, officers, employees or agents of both the Arresting Agency and Huntington Park in connection with or incidental to the performance or non-performance of the Arresting Agency's or Huntington Park's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Arresting Agency and Huntington Park shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and shall bear their own attorney's fees.

Nothing contained in this section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

The provisions of this section shall survive any termination or expiration of this Agreement.

**G. GENERAL PROVISIONS.**

1. Notices.

All notices, reports, and correspondence to the respective parties of this

Agreement shall be sent to the following:

City of Huntington Park: Chief of Police  
City of Huntington Park  
6542 Miles Avenue  
Huntington Park, CA 90255

With Copy to: City Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Arresting Agency: Chief of Police  
City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058

2. Insurance.

The Arresting Agency and Huntington Park shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

3. Assignment.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part without the prior express written consent of both parties.

4. Waiver.

The failure of either party to this Agreement to insist upon strict performance of any term or condition hereto, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

5. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

6. Governing Law.

This Agreement is made, entered into, executed and is performed in the City of Huntington Park, located in Los Angeles County, California, and shall be governed by the laws of California without regard to its conflict-of-interest laws. Any action filed in any court or for arbitration for interpretation,

enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in a state or federal court or before an appropriate tribunal in Los Angeles County, California, and the parties hereby consent to personal jurisdiction therein.

7. Independent Contractor

For purposes of this Agreement, Huntington Park and the Arresting Agency are, as to each other, independent contractors and not an official, officer, employee, or agent of the other. Neither party shall, at any time or in any manner, represent that it or any of its officials, officers, employees, or agents are employees of the other. All personnel to be utilized by the Arresting Agency in the performance of this Agreement shall be employees of the Arresting Agency and not employees of Huntington Park, and vice versa. Each party shall pay all salaries and wages, employer's social security taxes, unemployment insurance, and similar taxes relating only to their own respective employees and shall be responsible for all applicable withholding taxes.

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship, or any other relationship except as set forth in this Agreement.

8. Entire Agreement

This Agreement constitutes the entire integrated Agreement between Huntington Park and the Arresting Agency and supersedes all prior negotiations, representations or agreements, oral or written.

9. Modification of this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved in writing by the parties hereto. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10. Force Majeure

Should the performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' reasonable control, then the Agreement will immediately terminate without further obligation of either party to the other.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY**  
CITY OF HUNTINGTON  
PARK

**ARRESTING AGENCY**  
CITY OF VERNON

\_\_\_\_\_  
Ricardo Reyes, City Manager

\_\_\_\_\_  
Daniel Calleros, Interim City Administrator

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Yonnie Parker, Deputy City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold Alvarez-  
Glasman,  
City Attorney

\_\_\_\_\_  
Zaynah N. Moussa, City Attorney