

**RESOLUTION NO. 4058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL  
AGREEMENT WITH THE CITY OF GONZALES FOR SUPPLEMENTAL PATROL  
SERVICES TO THE CITY OF GONZALES**

**WHEREAS**, the City of Gonzales has determined that it requires supplemental police services and request assistance from neighboring jurisdictions; and

**WHEREAS**, the City of Soledad has determined that it can safely and adequately accommodate the City of Gonzales' request; and

**WHEREAS**, the City Council of the City of Soledad agrees to participate with the City of Gonzales to provide requested services on a part-time and temporary basis; and

**WHEREAS**, the City Council of the City of Soledad authorizes the City Manager to enter into an agreement with the City of Gonzales for the purposes of providing supplemental patrol services; and

**WHEREAS**, any costs and expenses incurred by the City of Soledad for performance of obligations under this MOU attached as Exhibit "A" and incorporated herein shall be reimbursed by the City of Gonzales upon receipt of an invoice submitted by the Soledad Police department following enforcement activities.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Soledad does hereby declares the approval of the City's agreement to provide assistance to the Gonzales Police Department which shall commence July 19, 2007.

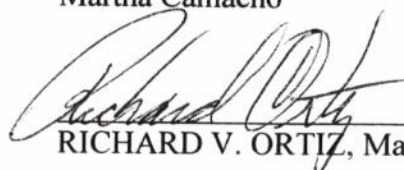
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 18<sup>th</sup> day of July, 2007, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

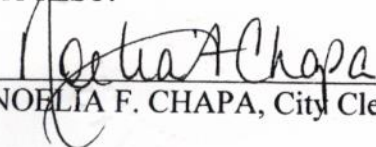
**NOES**, Councilmembers: None

**ABSTAIN**, Councilmembers: None

**ABSENT**, Councilmembers: Martha Camacho

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk

**AGREEMENT BETWEEN  
SOLEDAD POLICE DEPARTMENT AND  
GONZALES POLICE DEPARTMENT**

**THIS AGREEMENT** is made and entered into this 29<sup>th</sup> day of June, 2007, by and between the Soledad Police Department ("Soledad"), and the Gonzales Police Department ("Gonzales").

**RECITALS**

Gonzales has determined that it needs to contract with the Soledad Police Department to provide supplemental patrol services in the City of Gonzales. This coverage is on an as needed basis, various days and hours. Gonzales will provide Soledad with a list of requested dates and hours of requested service, and Soledad will determine if they are able and/or willing to provide assistance on any or all of the dates.

**NOW, THEREFORE**, the parties agree as follows:

**I. RESPONSIBILITIES**

- 1.1 Soledad will provide officer(s) for patrol services within the City of Gonzales and to assist the Gonzales Police Officer scheduled to be on duty, as described above.
- 1.2 Soledad will handle initial calls for service and/or provide back-up and other assistance to the Gonzales Police Officer on duty. Soledad will prepare appropriate reports and other required paperwork to document action taken. Cases requiring extensive or protracted follow-up or investigation will remain the responsibility of the Gonzales Police Department.
- 1.3 It is mutually understood and agreed that Soledad will continue to be obligated to concurrently provide law enforcement services within its own jurisdiction, to the extent necessary or desirable in the sole opinion of Soledad, in order to serve its own needs at the same time Soledad provides these services to Gonzales. Soledad therefore retains the right to assign the number of its personnel necessary in order to meet its own obligations.
- 1.4 Soledad is a law enforcement agency south of Gonzales, which is ready, willing and able to provide law enforcement assistance to Gonzales. Soledad warrants that its personnel assigned to perform law enforcement services under this Agreement possess all of the professional capabilities, experience and resources necessary to render the services required by this Agreement.
- 1.5 Soledad shall comply with all applicable federal, state and local laws, and with all applicable regulations. In the performance of services under this Agreement, Soledad shall not discriminate in the employment of persons necessary to perform services under this Agreement

Exhibit     "A"

on any legally impermissible basis, including on the basis of race, color, national origin, ancestry, religion, age, sex, sexual preference or disability of such person.

## II. RELATIONSHIP OF THE PARTIES

- 2.1 Each Department which is party to this Agreement shall have, insofar as possible, exclusive control of its own policies, management of its own employees, assets, and affairs.
- 2.2 Neither Department shall have or exercise any control of direction over the methods by which the other Department shall perform its functions. The sole interest of each party to this Agreement is to assure that law enforcement assistance services are provided in a prompt and effective, coordinated, economically viable, efficient and satisfactory manner when furnished pursuant to the terms and provisions of this Agreement.
- 2.3 This Agreement is not an employment agreement; it is instead a contract for the provision of professional law enforcement services. No offer or obligation of permanent employment with Gonzales, other than the provision of law enforcement services under the terms and conditions of this Agreement, is intended or implied in any manner by this Agreement. No employee of Soledad shall become entitled, by virtue of the provisions of this Agreement, to any form of Gonzales employment benefits whatsoever (such as, e.g. workers' compensation, retirement, health care, unemployment and/or disability).
- 2.4 **No Third Party Rights.** The parties do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Therefore, this Agreement shall not be construed or deemed in any way to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder, or for any cause whatsoever. Any service performed or any expenditure made in connection with the furnishing of law enforcement services under the terms and provisions of this Agreement to the parties hereto shall be conclusively deemed to be for the direct protection and mutual benefit of the parties hereto.
- 2.5 **Independent Contractor.** In the performance of work, duties, and obligations under this Agreement, Soledad is at all times acting and performing as an independent contractor and not as an employee of Gonzales. No offer or obligation of permanent employment with Soledad or particular Soledad department or agency is intended in any manner, and Gonzales shall not become entitled by virtue of this Agreement to receive retirement benefits, workers' compensation coverage, insurance or disability benefits from Soledad. Soledad shall be solely obligated to pay directly all applicable taxes, including but not limited to federal and state income taxes and social security, arising out of Soledad's performance of this Agreement. In connections therewith, Soledad shall defend, indemnify, and hold Gonzales harmless from any and all liability, which Gonzales may incur because of Soledad's failure to pay such taxes.
- 2.6 **Management & Control of Law Enforcement Personnel Furnished.** Peace officers and any other personnel furnished by Soledad will perform law enforcement services under the management and control of their own managers and/or supervisors, and equipment furnished

will ordinarily be operated by personnel of Soledad, who has furnished the equipment. Soledad peace officer personnel assigned to work pursuant to this Agreement shall perform their duties in conformity with established Soledad's orders and procedures, and shall perform only those duties normally performed by a peace officer.

### III. INDEMNIFICATION

- 3.1 **Insurance and Indemnification.** Each party hereto is a public official of the public agency which he/she represents. Each agency is self-insuring for all forms of legal liability, and/or that it has and maintains, at its sole cost and expense, worker's compensation and general liability insurance. Accordingly, except as otherwise specifically set forth herein each party shall be responsible, to the extent provided by applicable law, for its own acts and/or omissions; and neither shall be responsible for the acts and/or omissions of the other.
- 3.2 Gonzales shall indemnify, defend and hold harmless Soledad, their officers, agents and employees, from any loss, liability, claim, injury, death or damage arising out of, or in connection with negligence or wrongful act in the performance of the duties and obligations of Gonzales in connection with the performance of this Agreement.
- 3.3 Soledad shall indemnify, defend and hold harmless Gonzales, its officers, agents and employees, from any loss, liability, claim, injury, death or damage arising out of, or in connection with negligence or wrongful act in the performance of the duties and obligations of Soledad under this Agreement.

### IV. COMPENSATION FOR SERVICES

- 4.1 **Payment for Assistance Furnished.** Gonzales shall reimburse Soledad for all costs associated with the patrol coverage provided, to include salary at overtime rate and benefits for duty hours, vehicle fuel and mileage costs, and all overtime directly arising from patrol coverage provided, to include but not limited to court appearance, prisoner transportation, late details/report writing, etc. Billable rates are at the overtime rate for the assigned officer; and .50/mile per patrol car.
- 4.2 **Billing & Payment.** Soledad shall provide Gonzales with a monthly billing for the cost of services provided. Such information shall be submitted to Gonzales in an invoice format that is mutually acceptable to the parties. Not later than thirty (30) days after its receipt of such billing information, Gonzales shall make payment to Soledad of the amount(s) due pursuant to this Agreement.
- 4.3 **Term & Termination.** Except as otherwise set forth herein, the term of this Agreement commences July 19, 2007 and ends September 1, 2007, unless sooner terminated or extended by mutual agreement of the parties. A party may terminate this Agreement with or without cause upon seven (7) calendar days prior written notice to the other party; except that payment shall be made for all work performed up to the actual date of termination.

4.4 **Notices & Notification.** Any notices under this Agreement shall be sent to Soledad or Gonzales by personal delivery, by electronic facsimile, or by certified registered mail, return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3<sup>rd</sup>) day after mailing. The parties designate the following names, titles, addresses, and telephone numbers:

**SOLEDAD POLICE DEPARTMENT**

Richard Cox  
Soledad Police Department

Soledad, CA 939  
Telephone: (831)  
Fax: (831)

**GONZALES POLICE DEPARTMENT**

Paulette Cudio  
Gonzales Police Department  
425 Alta Street  
Gonzales, CA 93926  
Telephone: (831) 675-5010  
Fax: (831) 675-3205

**V. RECORDS AND CONFIDENTIALITY**

5.1 **Confidentiality.** Both parties to this Agreement and their officers, employees, agents, and subcontractors shall comply with any and all federal state, and local laws which provide for confidentiality of records and other information. Neither party shall disclose any confidential records or other confidential information received from the other party or prepared in connection with the performance of this Agreement, unless the other party specifically permits such disclosure of records or information, or such disclosure is specifically required by law.

**VI. GENERAL PROVISIONS**

6.1 **Compliance with applicable law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

6.2 **Waiver.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in the Agreement.

6.3 **Modification.** This Agreement is the entire contract between the parties. There are no understandings or additional terms to this Agreement, except as expressly stated in writing in this Agreement. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless it is in writing and duly executed by the party to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising out of or affecting this Agreement or the rights or obligations of either party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this section may not be waived except as herein set forth.

- 6.4 **No Reliance on Representations.** Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties under the Agreement. Each party understands and agrees that the facts relevant, or believed to be relevant, to this Agreement may turn out to be other than, or different from, the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Agreement shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
- 6.5 **Construction.** It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.
- 6.6 **Authority.** Each individual executing this Agreement hereby represents and warrants in his/her individual capacity that he/she has full legal authority to do so.
- 6.7 **Materiality.** The parties consider each and every term, covenant, and provision of this Agreement to be material and reasonable.
- 6.8 **Assignment and Delegation of Duties.** No rights under this Agreement may be assigned and no duties under this Agreement may be delegated by the Sheriff without the prior written consent of Gonzales. Any attempted assignment or delegation without such consent shall be void and of no effect.
- 6.9 **Severability.** Should any provision herein be found or deemed invalid, this Agreement shall be construed as not containing such provision, and all other provisions that are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared and deemed to be severable.
- 6.10 **Further assurances.** Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.
- 6.11 **Independent Advice.** Each party hereby represents and warrants that in executing this Agreement, it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represent and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement, and the rights and duties arising out of this Agreement.
- 6.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one and the same contract.


6.13 **Time.** Time is of the essence in the performance of each and all terms and provisions of this Agreement.

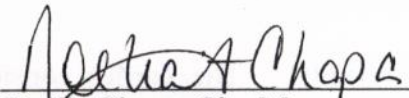
6.14 **Cumulation of Remedies.** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them is exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective representative on the date first written above.

**CITY OF GONZALES**

**SOLEDAD**

By:   
Rene Mendez, City Manager

By:   
Noelia Chapa, City Manager

Date: 7/31/07

Date: July 31, 07



October 8, 2007

Rene Mendez  
City Manager  
City of Gonzales  
P. O. Box 647  
Gonzales, CA 93926

RE: CONTRACTUAL AGREEMENT FOR SUPPLEMENTAL PATROL SERVICES

Dear Mr. Mendez:

It seems that no one has followed up of getting this agreement signed. Please find enclosed an original Contractual Agreement approved by our City Council on July 18, 2007. I apologize for the lateness of the document. Please review it and if acceptable please sign, keep a copy for yourself and send the original back to my attention. Also enclosed is a certified copy of Resolution No. 4058 *for your files*.

If you have any questions or if I can be of any help, please let me know. You can reach me at 831/223-5012.

Sincerely,

A handwritten signature in cursive script that reads "Lupe A. Martinez".

LUPE A. MARTINEZ  
Deputy City Clerk

Enclosures

