

RESOLUTION NO. 5071

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT BETWEEN THE CITY OF HOLLISTER AND THE CITY
OF SOLEDAD FOR LAW ENFORCEMENT SERVICES FOR THE JULY 3rd - 4th - 5th -
2015 HOLLISTER MOTORCYCLE RALLY.**

WHEREAS, The City of Soledad and the City of Hollister recognizes the need to provide additional contract support police services for the July 3rd - 4th - 5th 2015 City of Hollister Motorcycle Rally; and

WHEREAS, the City of Hollister Police department is requesting outside assistance for allied police agencies to enhance and augment their law enforcement capabilities during the 2015 Hollister Motorcycle Rally Police Department personnel are willing to assist the City of Hollister and the Hollister Police Department; at Hollister's cost and

WHEREAS, the City of Soledad and its Police Department personnel are willing to assist the City of Hollister and the Hollister Police Department;

WHEREAS, Law Enforcement services for the City of Soledad, the Soledad Police Department and the citizens living in the City of Soledad, will not be affected by the adoption of this resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad as follows:

1. All the recitals set forth above are true and correct to the best of the Council's knowledge and by this reference, are incorporated herein.
2. The City Council of the City of Soledad does hereby approve the "Law Enforcement Services Contract" attached hereto as Exhibit "A," and by this reference incorporated herein, in substantial form and content. Upon confirmation by the City Manager and City Attorney that the final Contract is acceptable, the City Manager is hereby authorized and directed to execute the Contract on behalf of the City of Soledad."

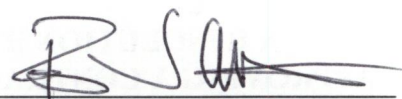
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 1st day of April, 2015 by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

NOES, Councilmembers: None.

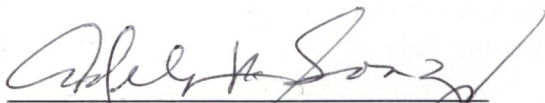
ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: None.



FRED J. LEDESMA, Mayor

ATTEST:



ADELA P. GONZALEZ, City Clerk

**CITY OF HOLLISTER
LAW ENFORCEMENT SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this 14th day of April, 2015; by and between the City of Hollister, California, a municipal corporation, ("City") and the City of Soledad, California ("Assisting Agency").

1. **Purpose of Agreement:** City requests Assisting Agency to provide law enforcement services to assist City during the 2015 motorcycle rally scheduled for July 3, 2015 through July 5, 2015, ("the Event") in the City of Hollister.

2. **Scope of Services:** Assisting Agency shall provide law enforcement personnel ("Personnel"), equipment, or vehicles in connection with the Event as specified in EXHIBIT "A" entitled "REQUIRED EQUIPMENT"

3. **Compensation; Retention:** Assisting Agency shall be entitled to reimbursement for all compensation and Agency benefit costs provided by Agency to Personnel for all services rendered and work performed on City's behalf by Personnel. City shall reimburse Assisting Agency for Personnel at one and one half times the Personnel's normal rate of pay, plus benefit costs, as specified in EXHIBIT "B". All such reimbursable costs shall be pro-rated in the event the Personnel do not work the shifts referenced on EXHIBIT "B". The Parties hereto recognize and agree that the "base salary rate" of one and one half times the Personnel's normal rate of pay is an estimate of the fair and reasonable value of the services provided, and is not meant to represent the rate paid for "overtime" for Personnel's services under any applicable State or Federal rule, regulation or statute. Assisting Agency shall submit to City an invoice in a form satisfactory to City that includes the amount of reimbursement due for each Personnel for services performed. City will make payment on the invoice within thirty (30) days of its receipt unless the Assisting Agency submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement. City shall not be obligated to process any payment to Assisting Agency until a correct invoice has been submitted.

4. **Responsibility of Assisting Agency:** By executing this Agreement, Assisting Agency warrants to City that each Personnel it assigns to assist City is qualified as a peace officer pursuant to Chapter 4.5 of the California Penal Code, and possesses all of the professional capabilities, experience, and resources necessary to provide to City the services contemplated under this Agreement.

5. **Responsibility of City:** To the extent appropriate to the services contemplated by this Agreement, City shall provide information from the City's operations plan that is necessary for Personnel to perform services under this Agreement. City's Police Chief or his designee will supervise and assign duties to Personnel during the Event.

6. **Indemnification:** City shall hold harmless, indemnify and defend the Assisting Agency, its officers, agents, and employees against all liability, claims, losses, demands, or actions for injury to, or death of, a person or persons or damages to property arising out of, or alleged to arise out of, or in consequence of, the negligent acts or omissions of the City, its officers, agents, or employees, or the negligent acts or omissions of Personnel employed by the Assisting Agency, when the acts or omissions occur or are alleged to occur in the performance of services contemplated by this Agreement.

In addition, City shall reimburse Assisting Agency for its worker's compensation costs arising from injury to Personnel arising from the performance of compensated services under this Agreement.

7. **Independent Contractor:** City and Assisting Agency agree that the relationship created between them by this Agreement is that of a Contracting Agency - Independent Contractor, regardless of whether, during the term of this Agreement, Assisting Agency's personnel work under the direction and supervision of the City's Chief of Police, or his authorized representative.

8. **Designation and Compensation of Personnel:** The Personnel specified in the attached EXHIBIT "B" shall provide law enforcement services at the rate of pay, with benefits, specified for each. City shall not be responsible for payment of any Personnel for travel time to or from Hollister.

9. **Mistake of Fact.** Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, that party expressly accepts and assumes the risk of possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any difference in facts.

10. **Term:** The term of this Agreement shall commence upon City's notification, oral or written, to Assisting Agency, and shall terminate upon notice by City that the officer's services are no longer required, except that Paragraph 5 *Indemnification* and Paragraph 6 *Independent Contractor* shall survive any termination of this Agreement.

11. **General or Special Provisions:** General or special provisions, if any, are as set forth on EXHIBIT "C".

12. **Exhibits Incorporated.** All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

13. **Integration; Amendment.** This Agreement represents the entire understanding of City and Assisting Agency as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

14. **Waiver/Validity.** Assisting Agency agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. City's acceptance of the performance of Assisting Agency's work or services shall not be deemed to be a waiver of any term or condition of this Agreement.

15. **Jurisdiction:** City and Assisting Agency agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of San Benito.

16. **Notice:** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: Chief of Police
Hollister Police Department
395 Apollo Court
Hollister, California 95023

- b. To Assisting Agency: Adela Gonzalez, City Manager
236 Main Street
Soledad, California 93960

Nothing hereinabove shall prevent either party from personally delivering any such notices to the other.

17. **Interpretation:** This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law, including Civil Code section 1654, or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it shall not be applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement.

18. **Captions:** Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of it.

19. **Severability:** If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement, unless this Agreement without the severed provisions would frustrate a material purpose of either party in entering into this Agreement.

20. **Counterparts:** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF HOLLISTER:

ASSISTING AGENCY:

William Avera, City Manager

Adela Gonzalez, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bradley Sullivan, L+G LLP,
Attorney at Law

Michael Rodriquez
Assisting Agency Legal Counsel

EXHIBIT "A"

SCOPE OF SERVICES

Assisting Agency shall ensure that each Personnel assigned to the Event will:

1. provide services in the full uniform of the Assisting Agency; Or if opting to use the Rally Polo Shirt, the officer would still need to wear appropriate uniform pants (BDU or Class C).
2. be armed with a handgun, ammunition, and all safety equipment required by assisting Agency;
3. be equipped with handcuffs, baton, flashlight, and notebook.

EXHIBIT B

Name of Personnel	Rate of Pay	Shirt Size (Male or female) (With Vest underneath)
1. Damon C. Wasson	\$87.43	2XL Male
2. Winston Rojas	\$52.58	Large Male
3. Phillip Celaya(R)	\$36.13	3XL Male
4. Michael Duby(R)	\$36.13	3XL Male
5. David Gonzales	\$54.96	3XL Male