

RESOLUTION NO. 5286

**A RESOLUTION OF 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 JUNE 30 - JULY 2,
2017 HOLLISTER MOTORCYCLE RALLY.**

WHEREAS, The City of Soledad and the City of Hollister recognize the need to provide additional contract support police services for the June 30 – July 2, 2017 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 its law enforcement capabilities during the 2017 Hollister Motorcycle Rally; and

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

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 Service Contract proposed for adoption by 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” between the City and the City of Hollister, 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 May 3, 2017 by the following vote:

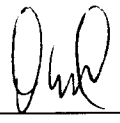
AYES, and in favor thereof, Councilmembers: Christopher Bourke, Mayor Pro Tem Alejandro Chavez, Carla Stewart, Anna Velazquez and Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

ATTEST:



Michael McHatten, City Clerk



FRED J. LEDESMA, Mayor

**CITY OF HOLLISTER
LAW ENFORCEMENT SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this 3rd day of May, 2017, by and between the City of Hollister, California, a municipal corporation and the City of Soledad Police Department.

1. **Purpose of Agreement:** City requests Assisting Agency to provide law enforcement services to assist City during the 2017 motorcycle rally scheduled for June 31, 2017 through July 2, 2017, ("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

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.

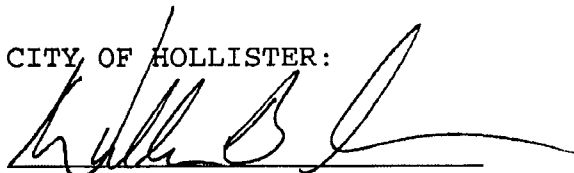
14. Waiver/Validity. Assisting Agency agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. City's acceptance of the performance of Assisting Agency's work or services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

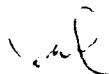
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF HOLLISTER:



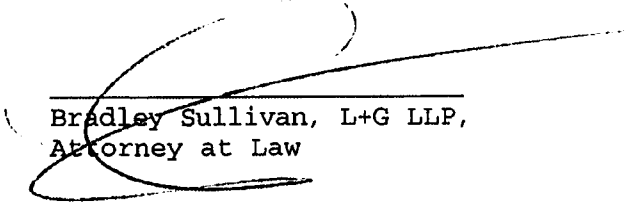
William Avera, City Manager

ASSISTING AGENCY:



Michael McHatten, City Manager

APPROVED AS TO FORM:



Bradley Sullivan, L+G LLP,
Attorney at Law

APPROVED AS TO FORM:

/s/Michael Rodriquez
Michael Rodriquez,
Assisting Agency Legal Counsel

EXHIBIT B

Name of Personnel	Rate of Pay	Shirt Size (Male or female) (With Vest underneath)
1. Deputy Chief Damon Wasson	\$72.88	2XL
2. Sergeant Lionel Munguia	\$53.78	2XL
3. Sergeant Mollie Enriquez Female)	\$54.12	2XL (one day -
4. Officer Phillip Celaya	\$29.65	3XL
5. Officer Taylor Rivas	\$41.22	XL
6. Reserve Officer Carlos Rosas Officer)	\$00.00	XL (Reserve