

**AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES BETWEEN
THE CITY OF NEWPORT BEACH AND THE CITY OF HUNTINGTON BEACH**

THIS AGREEMENT is entered into this 1st day of January, 2024, ("Effective Date") by and between the **CITY OF NEWPORT BEACH**, a municipal corporation, hereinafter referred to as "AGENCY" and the **CITY OF HUNTINGTON BEACH**, a municipal corporation, hereinafter referred to as "HUNTINGTON BEACH" (together referred to as "the Parties"), for supplemental law enforcement services subject to the terms and conditions below.

WHEREAS, HUNTINGTON BEACH wishes to contract with AGENCY, for supplemental law enforcement services during certain events to be designated by HUNTINGTON BEACH; and

WHEREAS, AGENCY is agreeable to providing such services, as authorized in Government Code section 55632, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the matters contained in this Agreement, it is mutually agreed as follows:

1. Effective Date.

The term of this Agreement will begin on January 1, 2024, and expire on December 31, 2026. During the Term of the Agreement, AGENCY will provide supplemental law enforcement services to HUNTINGTON BEACH, in the manner described herein. This agreement will continue until either party agrees to terminate ("Term") with thirty (30) days written notice of intent to terminate, or until the Contract Amount is exhausted, whichever occurs earlier.

2. Scope of Services.

a. HUNTINGTON BEACH occasionally has a need for supplemental law enforcement support during special events ("Special Event"). At the discretion of the AGENCY Chief of Police, AGENCY may provide such support services as requested by HUNTINGTON BEACH. HUNTINGTON BEACH shall notify AGENCY at least thirty (30) days in advance of the need for these services. HUNTINGTON BEACH will consult with AGENCY in advance regarding the preferred level of service and number of Police Officers or other designated personnel ("Officers") assigned to the Special Event, but the AGENCY Chief of Police has the final authority to determine the level of service and number of Officers based on the availability of Officers. AGENCY will assign one sergeant for every five Officers assigned to the Special Event.

b. Officers assigned to work within HUNTINGTON BEACH will endeavor to be physically present at the Special Event during the designated time, but will also have the flexibility to leave the Special Event, as determined by the AGENCY Chief of Police in his / her reasonable discretion, to handle Emergencies if he/she/they are the closest officer(s) available to respond to the emergency. An "Emergency" is a significant event that could reasonably result in serious danger to the public if a police officer does not arrive immediately, or an event that could require an officer to employ life-saving efforts.

3. Scheduling of Officers.

AGENCY has the sole authority to determine which Officers will be assigned to HUNTINGTON BEACH during the Special Event. AGENCY makes no representation as to which Officers will work during the Special Event, nor that the Officers will be the same during each scheduled service time.

4. Compensation.

a. HUNTINGTON BEACH will pay for the services provided under this Agreement, as set forth in Exhibit A "Service Rates," attached hereto and incorporated herein by reference. The AGENCY Chief of Police may revise the Service Rates annually based on personnel and equipment costs, provided that revised Service Rates will apply only after AGENCY has given HUNTINGTON BEACH thirty days notice of the revised Service Rates.

b. AGENCY will submit an invoice to HUNTINGTON BEACH within 30 days of the end of each Special Event, and HUNTINGTON BEACH will pay AGENCY the amount referenced in the invoice within thirty (30) days of HUNTINGTON BEACH's receipt of the invoice. As with all other AGENCY police officers, the service time of the Officers shall begin when the officer begins his/her shift and leaves the AGENCY Police Department and ends when the officer concludes his/her shift by returning to the AGENCY Police Department.

c. The parties agree that the amount payable to AGENCY under this Agreement shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) ("Contract Amount").

5. Prioritization of Law Enforcement Needs.

HUNTINGTON BEACH acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond AGENCY's control when AGENCY, in its sole discretion, may be unable to assign Officers to HUNTINGTON BEACH. HUNTINGTON BEACH recognizes this possibility and hereby waives any claims that may arise in connection with, or as a result of, any alleged AGENCY failure to provide supplemental law enforcement

services requested for a Special Event. For the purposes of this Agreement, the term "circumstances" shall include unanticipated absences due to illness, injury, personal emergency, and similar factors. AGENCY agrees to assign an officer to cover the service time as soon as reasonably feasible, and charge only for the time Officers provide services.

6. No Agency, Joint Venture or Partnership.

HUNTINGTON BEACH and AGENCY agree that neither AGENCY nor any officer, agent or employee of AGENCY, by virtue of this Agreement, or otherwise, shall be considered to be an employee, contractor, sub-contractor, partner, joint venture, representative, or agent of HUNTINGTON BEACH.

7. AGENCY as Employer of Officers.

HUNTINGTON BEACH agrees that, at all times, and for all purposes relevant to the Agreement, AGENCY shall remain the sole and exclusive employer of the Officers and in the following regard:

a. AGENCY shall remain solely and exclusively responsible for the direct payment to the Officers of any applicable wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and /or other allowances or reimbursement of any kind, including but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any Officers' status as an employee of AGENCY.

b. HUNTINGTON BEACH agrees that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wage, fringe benefits, gifts, equipment, personal property, supplies, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to the Officers. Any money paid directly to AGENCY by HUNTINGTON BEACH to reimburse AGENCY for costs pursuant to this Agreement shall not be deemed consideration paid by HUNTINGTON BEACH to the Officers.

c. HUNTINGTON BEACH and AGENCY agree that this Agreement does not, and is not intended to create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (1) any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon or for any police officer and/or any officers' agents, representatives, unions, or the successors or assigns of any of them; (2) any applicable AGENCY employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any AGENCY rule,

regulation, hours of work, shift assignment, order, policy, procedure, directive, guideline, etc. which shall solely and exclusively, govern and control the employment relationship between AGENCY and the Officers.

d. HUNTINGTON BEACH and AGENCY agree that this Agreement does not and is not intended to, limit, modify, control, or otherwise affect in any manner AGENCY's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, guidelines, and/or any other policy or directive which in any way governs or controls the activity of any AGENCY police officer.

e. HUNTINGTON BEACH agrees and promises that Officers shall not be asked or required to perform any services directly for HUNTINGTON BEACH or otherwise be available to perform any other work or assignments for HUNTINGTON BEACH or be expected to perform any acts other than governmental law enforcement functions, crime prevention or police protection.

f. HUNTINGTON BEACH agrees that neither it nor any of its agents shall otherwise provide, furnish or assign any police officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train or direct any police officer in the performance of any AGENCY duty to provide police protection services under the terms of this Agreement. HUNTINGTON BEACH shall provide AGENCY with a copy of HUNTINGTON BEACH's Ordinances so that the Officers are familiar with those Ordinances. The Officers, however, will enforce the Ordinances only to the extent they are consistent with the Officer's duties and AGENCY policies, State and Federal law.

g. AGENCY acknowledges that this Agreement is non-exclusive and that HUNTINGTON BEACH has the right to contract with other law enforcement agencies as well as third-party private security providers.

8. No Special Benefit Created.

a. HUNTINGTON BEACH agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to police protection services or governmental law enforcement protection in favor of HUNTINGTON BEACH, any HUNTINGTON BEACH agent(s) and/or any other person, who, for any reason or for no reason, is at the Special Event. Further, HUNTINGTON BEACH agrees that at all times, and for any and all purposes under this Agreement, AGENCY and the Officers present at the Special Event under the terms of this Agreement, shall be present strictly and solely to perform such police protection services and

governmental law enforcement functions authorized by law to and for the benefit of the general public.

b. HUNTINGTON BEACH agrees that this Agreement does not, and is not intended to include any AGENCY warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of HUNTINGTON BEACH, any agent, or any person present at a Special Event, that any supplemental police protection provided by AGENCY under the terms and conditions of this Agreement will result in any specific reduction in or prevention of any criminal activity, or any other performance-based outcome, at the Special Event.

9. Indemnification.

a. The Parties shall be responsible for their own acts and omissions, and that of their own officers and employees.

b. Neither AGENCY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by HUNTINGTON BEACH under or in connection with any service or activity under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, HUNTINGTON BEACH shall fully indemnify and hold AGENCY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by HUNTINGTON BEACH under or in connection with any service or activity under this Agreement.

c. Neither HUNTINGTON BEACH nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any service or activity under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AGENCY shall fully indemnify and hold HUNTINGTON BEACH harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any service or activity under this Agreement.

d. This section shall survive the termination of this Agreement.

10. Claims.

HUNTINGTON BEACH agrees that it shall promptly deliver to AGENCY written notice and copies of any claim(s), complaint(s), charges, or any other accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that HUNTINGTON BEACH becomes aware of which involve AGENCY or any of its Officers. HUNTINGTON

BEACH agrees to reasonably cooperate with AGENCY in any investigation conducted by AGENCY into any act(s) or work performance of any police officer, including the Officers, in connection with services provided under this Agreement.

11. Termination.

Either AGENCY or HUNTINGTON BEACH may terminate this Agreement, without cause, without incurring any penalty or liability to the other party because of the termination. Termination may be effectuated by delivering a written notice to the other party at least thirty (30) days before the effective date of termination (which date shall be clearly stated in the written notice).

12. Notices.

All notices given pursuant to this Agreement shall (a) be in writing and sent by overnight courier (return receipt requested) or email transmission, (b) shall be deemed given upon the date of delivery (or refusal to accept delivery); provided, however, if such notice is not delivered or refused on a business day, then notice shall be deemed to have been given on the first business day following the actual date of delivery or refusal and (c) addressed as follows:

If to AGENCY:

City Manager,
City of Newport Beach
100 Civic Center Dr.
Newport Beach, CA
92660

With a Copy to:

Chief of Police
Newport Beach Police Department
870 Santa Barbara Dr.
Newport Beach, CA
92660

If to HUNTINGTON BEACH:

City Manager
City of Huntington Beach
2000 Main Street
Huntington Beach, CA. 92648

Chief of Police
Huntington Beach Police Department
2000 Main Street, Huntington Beach, CA.
Huntington Beach, CA. 92648

13. Venue and Applicable Law.

This Agreement is made and entered into in the State of California and shall be governed under the laws of the State of California. Venue for any legal or equitable action shall be in Orange County. This Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

14. Miscellaneous Provisions.

a. HUNTINGTON BEACH agrees that it may not assign, delegate, contract, subcontract or otherwise transfer, promise, commit, or loan any police protection services or duties under this Agreement to any other person and/or public or private corporation, entity, or organization of any kind, without the prior consent of AGENCY's City Manager.

b. Absent an express waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement.

c. AGENCY and HUNTINGTON BEACH acknowledge that this Agreement shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors, assigns, and all persons acting by, through, under, or in concert with any of them.

d. This Agreement is solely between the two signatures hereto, and is not intended to create, nor should it be construed to create any rights in so-called third party beneficiaries.

15. No Attorneys' Fees.

In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

16. Entire Agreement.

This Agreement sets forth the entire agreement for supplemental law enforcement services between AGENCY and HUNTINGTON BEACH and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.

17. Amendments.

This Agreement may be modified or amended only by a written document executed by both parties in accordance with their respective procedures and authorities.

18. Severability.

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

19. 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.

20. **Entire Agreement.**

This Agreement sets forth the entire agreement for supplemental law enforcement services between AGENCY and HUNTINGTON BEACH and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their authorized officers on _____, 2024.

CITY OF NEWPORT BEACH

CITY OF HUNTINGTON BEACH

Grace Leung
City Manager

Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

REVIEWED AND AGREED:

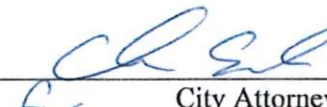
INITIATED AND APPROVED:

Joe Cartwright
Chief of Police

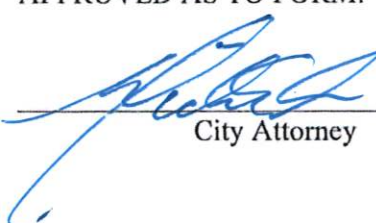
Interim City Manager


APPROVED AS TO FORM:

APPROVED AS TO FORM:



for City Attorney
5/1/2024
ms
5/1/24



City Attorney


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CITY OF NEWPORT BEACH

CITY OF HUNTINGTON BEACH

Grace Leung
City Manager

Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

REVIEWED AND AGREED:

INITIATED AND APPROVED:

Joe Cartwright
Chief of Police

Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney



Exhibit A

Newport Beach Police Department
Service Rates

Title	OT Billable Hourly Rate
Parking Control Officer	\$48.80
Police Services Officer	\$48.80
Police Officer	\$79.95
Police Sergeant	\$111.99
Police Lieutenant	\$131.58