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**AGREEMENT  
BETWEEN THE  
COUNTY OF ORANGE  
AND THE  
CITY OF ANAHEIM**

**THIS AGREEMENT** is entered into this First day of August 2024, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY" and CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "CITY".

**WITNESSETH:**

**WHEREAS,** CITY wishes to contract with COUNTY Sheriff-Coroner Department, hereinafter referred to as "SHERIFF", for Hazardous Devices Squad support during certain events; and

**WHEREAS,** COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth:

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall be for five years, commencing  
3 September 1, 2024 and terminating August 31, 2029, unless earlier terminated  
4 by either party in the manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or CITY may terminate this Agreement, without cause, upon twenty  
7 (20) days written notice to the other party.

8 **C. SERVICES BY COUNTY:**

9 CITY occasionally has a need for support from the Sheriff's Hazardous Devices  
10 Squad during special events. At the discretion of SHERIFF, COUNTY may  
11 provide such support services as requested by CITY. These services will be  
12 utilized within the COUNTY OF ORANGE. CITY shall notify COUNTY at least  
13 thirty (30) days in advance of the need for these services. Services include  
14 Federal Bureau of Investigation certified Bomb Technicians, certified Explosive  
15 Detection Canines, and any other Hazardous Devices Squad resources, at the  
16 discretion of the Sheriff.

17 **D. PAYMENT:**

- 18 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
19 COUNTY the costs of performing the services mutually agreed upon in this  
20 Agreement. The cost of services includes: salaries, wages, benefits,  
21 mileage, services, supplies, and divisional, departmental and COUNTY  
22 General overhead.
- 23 2. The rate charged to CITY by COUNTY shall be computed by SHERIFF in  
24 accordance with COUNTY Auditor-Controller's law enforcement cost study  
25 in effect at the time the services are provided.
- 26 3. COUNTY shall invoice CITY upon completion of the specific event.

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1 **D. PAYMENT:** (Continued)

2 4. CITY shall pay COUNTY in accordance with COUNTY Board of  
3 Supervisors' approved County Billing Policy, which is attached hereto as  
4 Attachment A, and incorporated herein by this reference.

5 5. COUNTY shall charge CITY late payment penalties in accordance with  
6 County Billing Policy.

7 **E. ALTERATION OF TERMS:**

8 This Agreement fully expresses all understanding of CITY and COUNTY with  
9 respect to the subject matter of this Agreement, and shall constitute the total  
10 Agreement between the parties for these purposes. No addition to, or alteration  
11 of, the terms of this Agreement shall be valid unless made in writing, formally  
12 approved and executed by duly authorized agents of both parties.

13 **F. STATUS OF COUNTY:**

14 COUNTY is, and shall at all times be deemed to be, an independent contractor.  
15 Nothing herein contained shall be construed as creating the relationship of  
16 employer and employee, or principal and agent, between CITY and COUNTY or  
17 any of COUNTY'S agents or employees. COUNTY and its SHERIFF shall  
18 retain all authority for rendition of services, standards of performance, control of  
19 personnel, and other matters incident to the performance of services by  
20 COUNTY pursuant to this Agreement. COUNTY, its agents and employees,  
21 shall not be entitled to any rights or privileges of CITY employees and shall not  
22 be considered in any manner to be CITY employees.

23 **G. INDEMNIFICATION:**

24 1. COUNTY, its officers, agents and employees shall not be deemed to have  
25 assumed any liability for the negligence or any other act or omission of CITY  
26 or any of its officers or employees, or for any dangerous or defective  
27 condition of any public street or work or property of CITY, or for any illegality  
28 or unconstitutionality of CITY'S municipal ordinances. CITY shall indemnify

1 **G. INDEMNIFICATION: (Continued)**

2 and hold COUNTY, its officers, agents, employees, and independent  
3 contractors free and harmless from any claim or liability whatsoever, based  
4 or asserted upon the condition of any public street or work or property of  
5 CITY or upon the illegality or unconstitutionality of any municipal ordinances  
6 of CITY that SHERIFF had enforced, or upon any act or omission of CITY,  
7 its officers, agents, employees, subcontractors or independent contractors  
8 related to this Agreement, for property damage, bodily injury or death or any  
9 other element of damage of any kind or nature, and CITY shall defend at its  
10 expense, including attorney fees, COUNTY, its officers, agents, employees  
11 and independent contractors in any legal action or claim of any kind based  
12 upon such condition of public street or work or property, or alleged illegality  
13 or unconstitutionality of a municipal ordinance, or alleged acts or omissions.

14 2. COUNTY shall indemnify and hold CITY, its officers, agents, employees and  
15 independent contractors free and harmless from any claim or liability  
16 whatsoever, based or asserted upon any act or omission of COUNTY, its  
17 officers, agents, employees, subcontractors or independent contractors  
18 related to this Agreement, for property damage, bodily injury or death or any  
19 other element of damage of any kind or nature, and COUNTY shall defend  
20 at its expense, including attorney fees, CITY, its officers, agents, employees  
21 and independent contractors in any legal action or claim of any kind based  
22 upon such alleged acts or omissions.

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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT  
in the County of Orange, State of California.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
CITY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

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COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
Sheriff-Coroner

APPROVED AS TO FORM:  
Office of the County Counsel  
Orange County, California

BY:  DATED: 7/24/2024  
Deputy

7/24/24