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

THIS AGREEMENT is entered into this ~~First Twentieth~~ day of ~~November~~ October, 20216, 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 PASADENA, 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 supplemental law enforcement services 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:

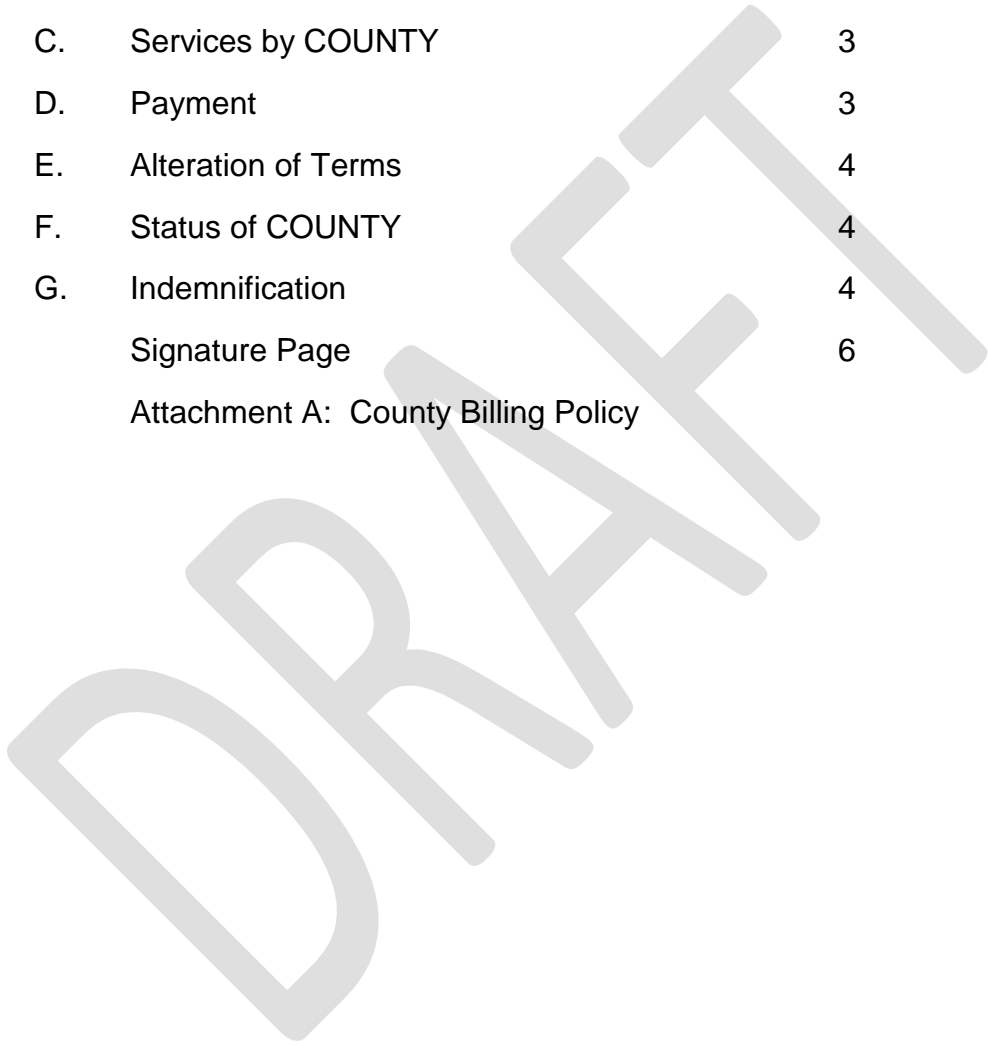
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing December
3 1, 2021~~16~~ and terminating November~~December~~ 30~~1~~, 2021~~2026~~, or until
4 COUNTY has provided services to CITY hereunder costing the full amount of
5 the Maximum Obligation of CITY, as set forth in Subsection D-3, whichever is
6 earlier. This Agreement may be terminated by either party in the manner set
7 forth herein.

8 **B. OPTIONAL TERMINATION:**

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

11 **C. SERVICES BY COUNTY:**

12 CITY occasionally has a need for supplemental law enforcement support during
13 special events. At the discretion of SHERIFF, COUNTY may provide such
14 support services as requested by CITY. CITY shall notify COUNTY at least
15 thirty (30) days in advance of the need for these services.

16 **D. PAYMENT:**

- 17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
18 COUNTY the costs of performing the services mutually agreed upon in this
19 Agreement. The cost of services includes: salaries, wages, benefits,
20 mileage, services, supplies, and divisional, departmental and COUNTY
21 General overhead.
- 22 2. The rate charged to CITY by COUNTY shall be computed by SHERIFF in
23 accordance with COUNTY Auditor-Controller's law enforcement cost study
24 in effect at the time the services are provided.
- 25 3. The Maximum Obligation of CITY for services described in Section C of this
26 Agreement is \$74,999. Unless otherwise terminated as provided in Section
27 B, this Agreement will terminate whenever said Maximum Obligation is
28 expended or on December 1,November 30, 2021, whichever is earlier.

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

2 4. COUNTY shall invoice CITY upon completion of the specific event.

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

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

8 **E. ALTERATION OF TERMS:**

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

14 **F. STATUS OF COUNTY:**

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

24 **G. INDEMNIFICATION:**

25 1. COUNTY shall indemnify, defend, and hold harmless CITY, its elected and
26 appointed officers, employees, and agents from and against any and all
27 liability, including but not limited to demands, claims, actions, fees, costs,
28 and expenses (including attorney and expert witness fees), arising from or

1 connected with COUNTY's acts and/or omissions arising from and/or
 2 relating to this Agreement..

3 4.2.CITY shall indemnify, defend, and hold harmless the COUNTY, its elected
 4 and appointed officers, employees, and agents from and against any and all
 5 liability, including but not limited to demands, claims, actions, fees, costs,
 6 and expenses (including attorney and expert witness fees), arising from or
 7 connected with the CITY's acts and/or omissions arising from and/or relating
 8 to this Agreement.

9 ~~COUNTY, its officers, agents and employees shall not be deemed to have~~
 10 ~~assumed any liability for the negligence or any other act or omission of CITY~~
 11 ~~or any of its officers, or employees, or for any dangerous or defective~~
 12 ~~condition of any public street or work or property of CITY, or for any illegality~~

13 **G. ~~INDEMNIFICATION:~~ (Continued)**

14 ~~or unconstitutionality of CITY'S municipal ordinances. CITY shall indemnify~~
 15 ~~and hold COUNTY, its officers, agents, employees, and independent~~
 16 ~~contractors free and harmless from any claim or liability whatsoever, based~~
 17 ~~or asserted upon the condition of any public street or work or property of~~
 18 ~~CITY or upon the illegality or unconstitutionality of any municipal ordinances~~
 19 ~~of CITY that SHERIFF had enforced, or upon any act or omission of CITY,~~
 20 ~~its officers, agents, employees, subcontractors or independent contractors~~
 21 ~~related to this Agreement, for property damage, bodily injury or death or any~~
 22 ~~other element of damage of any kind or nature, and CITY shall defend at its~~
 23 ~~expense, including attorney fees, COUNTY, its officers, agents, employees~~
 24 ~~and independent contractors in any legal action or claim of any kind based~~
 25 ~~upon such condition of public street or work or property, or alleged illegality~~
 26 ~~or unconstitutionality of a municipal ordinance, or alleged acts or omissions.~~

27 ~~2. COUNTY shall indemnify and hold CITY, its officers, agents, employees and~~
 28 ~~independent contractors free and harmless from any claim or liability~~

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~~whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend at its expense, including attorney fees, CITY, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.~~

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DRAFT

