



APPROVAL OF AN AGREEMENT WITH THE CITY OF HUNTINGTON BEACH  
FOR THE GARDEN GROVE POLICE DEPARTMENT TO PROVIDE SUPPLEMENTAL LAW  
ENFORCEMENT SERVICES

MAY 27, 2014

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- The Officers assigned to an event will be on a voluntary overtime basis. In doing so, the quality of services provided to Garden Grove residents would not be affected by reduced staffing levels. The Chief of Police also retains the flexibility, in an emergency situation, to have Officers leave the planned event.
- Huntington Beach further acknowledges and agrees that there may be circumstances beyond the City's control that would limit or prevent Officers from being assigned. This agreement does not obligate the City to provide staffing.

FINANCIAL IMPACT

There is no impact to the General Fund. This agreement is cost neutral. Salaries, court calls, court appearances, and a fee for each City vehicle used will be reimbursed by Huntington Beach.

RECOMMENDATION

It is recommended that City Council:

- Approve the agreement with the City of Huntington Beach for the Garden Grove Police Department to provide supplemental law enforcement services on an as needed basis.
- Authorize the City Manager and the Chief of Police to sign the Agreement on behalf of the City, and to make minor modifications as appropriate.



KEVIN J. RANEY  
Chief of Police



By: John Keely, Lieutenant

Attachment: Agreement

**Recommended for Approval**



**Matthew Fertal**  
City Manager

**AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter referred to as "GARDEN GROVE" 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 GARDEN GROVE, for supplemental law enforcement services during certain events to be designated by HUNTINGTON BEACH; and

WHEREAS, GARDEN GROVE 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 \_\_\_\_\_, 2014, and continue until \_\_\_\_\_ ("Term"). During the Term of the Agreement, GARDEN GROVE will provide supplemental law enforcement services to HUNTINGTON BEACH, in the manner described herein. Upon expiration of the Term, this Agreement shall automatically renew on a month to month basis, until either party gives thirty (30) days written notice of intent to terminate.

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 Garden Grove Chief of Police, GARDEN GROVE may provide such support services as requested by HUNTINGTON BEACH. HUNTINGTON BEACH shall notify GARDEN GROVE at least thirty (30) days in advance of the need for these services. HUNTINGTON BEACH will consult with GARDEN GROVE in advance regarding the preferred level of service and number of Garden Grove Police Officers ("Officers") assigned to the Special Event, but the Garden Grove Chief of Police has the final authority to determine the level of service and number of Officers based on the availability of Officers. It is understood by the Parties that GARDEN GROVE will assign one sergeant for every five Officers assigned to the Special Event.

b. The 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 Garden Grove Chief of Police in his reasonable discretion, to handle Emergencies. An "Emergency" is a serious 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, and where the police officer assigned to HUNTINGTON BEACH is the closest officer available to respond to the Emergency.

3. Scheduling of Officers. GARDEN GROVE has the sole authority to determine which Officers will be assigned to HUNTINGTON BEACH during the Special Event. GARDEN GROVE makes no representation as to what 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. GARDEN GROVE Chief of Police may revise the Service Rates annually based on personnel and equipment costs, provided that revised Service Rates will apply only after GARDEN GROVE has given HUNTINGTON BEACH thirty days notice of the revised Service Rates.

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

5. Prioritization of Law Enforcement. HUNTINGTON BEACH acknowledges and agrees that, during the term of this Agreement, there may be circumstances beyond GARDEN GROVE's control when GARDEN GROVE, 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 GARDEN GROVE 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. GARDEN GROVE agrees to assign an officer to cover the service time as soon as reasonably feasible, and charge only for the time Officers provide services.

DFO  
4/24/14

6. No Agency, Joint Venture or Partnership. HUNTINGTON BEACH and GARDEN GROVE agree that neither GARDEN GROVE nor any officer, agent or employee of GARDEN GROVE, 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. GARDEN GROVE as Employer of Officers. HUNTINGTON BEACH agrees that, at all times, and for all purposes relevant to the Agreement, GARDEN GROVE shall remain the sole and exclusive employer of the Officers and in the following regard:

a. GARDEN GROVE 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 GARDEN GROVE.

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 GARDEN GROVE by HUNTINGTON BEACH to reimburse GARDEN GROVE for costs pursuant to this Agreement shall not be deemed consideration paid by HUNTINGTON BEACH to the Officers.

c. HUNTINGTON BEACH and GARDEN GROVE 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 GARDEN GROVE employment and/or union contract; (c) any level or amount of police officer supervision, standard of performance, training or education; (d) any GARDEN GROVE 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 GARDEN GROVE and the Officers.

d. HUNTINGTON BEACH and GARDEN GROVE agree that this Agreement does not and is not intended to, limit, modify, control, or otherwise affect in any manner GARDEN GROVE'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 GARDEN GROVE police officer.

e. HUNTINGTON BEACH agrees and promises that the 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 HUNTINGTON BEACH 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 GARDEN GROVE duty to provide police protection services under the terms of this Agreement. HUNTINGTON BEACH shall provide GARDEN GROVE 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 GARDEN GROVE policies, State and Federal law.

g. GARDEN GROVE acknowledges that this Agreement is non-exclusive and that HUNTINGTON BEACH has the right to contract with 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, GARDEN GROVE 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 GARDEN GROVE 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 GARDEN GROVE 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 GARDEN GROVE 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 GARDEN GROVE 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 GARDEN GROVE 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, GARDEN GROVE 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 GARDEN GROVE 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 GARDEN GROVE 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 involves in any way GARDEN GROVE or any of its Officers. HUNTINGTON BEACH agrees to reasonably cooperate with GARDEN GROVE in any investigation conducted by GARDEN GROVE 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 GARDEN GROVE or HUNTINGTON BEACH may, before the scheduled termination of this Agreement, cancel this Agreement, without cause, without incurring any penalty or liability to the other party because of the cancellation. Cancellation may be effectuated by delivering a written notice of cancellation of this Agreement to the other party at least thirty (30) days before the effective date of cancellation (which cancellation date shall be clearly stated in this 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 facsimile transmission, (b) shall be deemed given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt; 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 GARDEN GROVE:

City Manager  
City of Garden Grove  
11222 Acacia Parkway,  
Garden Grove, CA 92840  
Fax \_\_\_\_\_

With a Copy to:

Chief of Police  
Garden Grove Police Department  
11301 Acacia Parkway,  
Garden Grove, CA 92840  
Fax \_\_\_\_\_

If to HUNTINGTON BEACH:

City Manager  
City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Fax \_\_\_\_\_

Chief of Police  
Huntington Beach Police Department  
2000 Main Street  
Huntington Beach, CA 92648  
Fax \_\_\_\_\_

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 GARDEN GROVE's City Manager, which consent shall not be unreasonable withheld.

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. GARDEN GROVE 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 signators hereto, and is not intended to create, nor should it be construed to create any rights in so-called third party beneficiaries.

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

[SIGNATURE PAGE FOLLOWS]

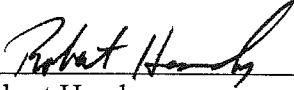


The Parties to this Agreement have signed this agreement as of the date stated above:

CITY OF GARDEN GROVE

CITY OF HUNTINGTON BEACH

\_\_\_\_\_  
Matthew J. Fertal  
City Manager

  
\_\_\_\_\_  
Robert Handy  
Chief of Police


Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney DKO 4/24/14

Reviewed and Agreed:

 4.28.14

\_\_\_\_\_  
Kevin Raney  
Chief of Police

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

**Exhibit A**

GARDEN GROVE POLICE DEPARTMENT

SERVICE RATES

Personnel/Equipment:	Rate:
Armed/Uniformed Police Officer	\$ 80.00 per hour
Sergeant	\$ 105.00 per hour
Police Vehicle (may be marked or unmarked)	\$ 25.00 per vehicle
Court Time, minimum of two (2) hours per court appearance	\$ 80.00 per hour
Holidays	\$ _____ per hour

GARDEN GROVE will charge the foregoing rates for each armed/uniformed police officer, plus a flat daily fee for each police vehicle, except as otherwise set forth herein. The rates include the officer's hourly rate, fuel surcharges and mileage surcharge. The rates also cover training, officer equipment, benefits, dispatching, administration, and printing of citations for use by the Garden Grove Police Department during the Agreement.

When an officer must attend court, GARDEN GROVE will charge a minimum of two (2) hours per Court appearance. Actual time will be charged if Court appearance exceeds two (2) hours.