

**AGREEMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES
Parties: City of Irwindale and City of Covina**

This Agreement for supplemental Law Enforcement services ("Agreement"), entered into this 17th day of September, 2024 ("Execution Date"), by and between the City of Irwindale, a California municipal corporation ("Irwindale") and the City of Covina, a California municipal corporation ("Covina"), is made with reference to the following:

RECITALS

WHEREAS, Irwindale is desirous of contracting with Covina for the performance of supplemental law enforcement functions relating to police dispatching services ("Police Dispatch"), this agreement is reciprocating; and

WHEREAS, Covina is desirous of contracting with Irwindale for the performance of supplemental law enforcement functions relating to police dispatching services ("Police Dispatch"), and

WHEREAS, Irwindale is agreeable to rendering such services on the terms and conditions set forth in this Agreement, and

WHEREAS, Covina is agreeable to rendering such services on the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Term.

This Agreement shall have a term ("Term") that begins on the Execution Date and shall remain in effect through January 1, 2026, unless sooner terminated or extended in whole or in part as provided herein.

2. Scope of Services.

2.1 Covina agrees, through its Police Department, to provide supplemental law enforcement services to Irwindale for Police Dispatch as requested by Irwindale. The amount of supplemental law enforcement services provided by Covina to Irwindale shall be subject to availability as determined by Covina in its sole and absolute discretion. Irwindale acknowledges, understands and agrees that Covina may decline to provide supplemental law enforcement services for Police Dispatch based on such determinations of availability. Irwindale shall notify Covina of its anticipated supplemental law enforcement needs for Police Dispatch at least twenty-four (24) hours prior to the date of the Police Dispatch need. Thereafter, Covina will notify Irwindale indicating the amount of supplemental law enforcement services Covina will provide for Police Dispatch along with any other parameters established by the Covina Chief of Police. Covina shall be under no obligation to consider requests for services that have not been requested by Irwindale in a timely manner. Notices provided by Irwindale indicating the type and

amount of supplemental services that will be provided by Covina for Police Dispatch must be authorized by the Chief of Police in order to be valid and binding on Covina.

2.1a Irwindale agrees, through its Police Department, to provide supplemental law enforcement services to Covina for Police Dispatch as requested by Covina. The amount and of supplemental law enforcement services provided by Irwindale to Covina shall be subject to availability as determined by Irwindale in its sole and absolute discretion. Covina acknowledges, understands and agrees that Irwindale may decline to provide supplemental law enforcement services for Police Dispatch based on such determinations of availability. Covina shall notify Irwindale of its anticipated supplemental law enforcement needs for Police Dispatch at least twenty-four (24) hours prior to the date of the Police Dispatch need. Thereafter, Irwindale will notify Covina indicating the amount of supplemental law Enforcement services Irwindale will provide for Police Dispatch along with any other parameters established by the Irwindale Chief of Police. Irwindale shall be under no obligation to consider requests for services that have not been requested by Covina in a timely manner. Notices provided by Covina indicating the type and amount of supplemental services that will be provided by Irwindale for Police Dispatch must be authorized by the Chief of Police in order to be valid and binding on Irwindale.

2.2 Irwindale hereby grants to Covina and its personnel the right to transmit and broadcast communications to the Irwindale Police Department's units via the Irwindale Police Department's primary dispatch frequency and/or any other law enforcement frequency for which Irwindale is licensed by the Federal Communications Commission.

2.2a Covina hereby grants to Irwindale and its personnel the right to transmit and broadcast communications to the Covina Police Department's units via the Covina Police Department's primary dispatch frequency and/or any other- law enforcement frequency for which Covina is licensed by the Federal communications commission.

2.3 Under no circumstances shall Irwindale's inability or failure to provide supplemental law enforcement services because of an emergency, disaster, or other incident constitute a breach of this Agreement.

2.3a Under no circumstances shall Covina's inability or failure to provide supplemental law enforcement services because of an emergency, disaster, or other incident constitute a breach of this Agreement.

2.4 Irwindale shall furnish and supply all necessary labor, personnel, equipment and supplies necessary to provide supplemental law enforcement services for Police Dispatching. Notwithstanding the foregoing, the services performed by Irwindale, the discipline of Irwindale dispatchers, and other matters incident to the performance of services, including the control of personnel so employed shall remain with Irwindale and shall be performed pursuant to Irwindale Police Department's policies and procedures.

2.4a Covina shall furnish and supply all necessary labor, personnel, equipment and supplies necessary to provide supplemental law enforcement services for Police

Dispatching. Notwithstanding the foregoing, the services performed by Covina, the discipline of Covina dispatchers, and other matters incident to the performance of services, including the control of personnel so employed shall remain with Covina and shall be performed pursuant to Covina Police Department's policies and procedures.

2.5 All services shall be performed to the satisfaction of Irwindale.

2.5a All services shall be performed to the satisfaction of Covina.

2.5b Compensation for personnel from Irwindale and Covina will begin the time they arrive at their respective assignment.

3. Personnel.

The classification, approximate numbers of personnel and number of hours shall be determined and mutually agreed upon by the Parties prior to the provision of the requested supplemental law enforcement services.

4. Compensation.

Irwindale will compensate Covina for the services performed in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) during the Term of this Agreement, and at the billing rate set forth below:

Communications Officer - \$58.50 per hour

Covina will compensate Irwindale for the services performed in an amount not to Exceed Twenty Five Thousand Dollars (\$25,000.00) during the Term of this Agreement, and at the billing rate set forth below:

Communications Officer - \$58.50 Per hour

5. Administration of Personnel.

Irwindale shall not be liable or legally responsible for the direct payment to any of Covina's personnel for salaries, wages, or other compensation for services performed pursuant to this Agreement or for any claims made by Covina's personnel for personal injuries, including but not limited to Workers' Compensation claims or benefits, arising in connection with services rendered pursuant to this Agreement. All Covina employees who work in conjunction with Irwindale pursuant to this Agreement shall remain employees of Covina and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Irwindale based on this Agreement. No Covina employees shall become employees of Irwindale.

Covina shall not be liable or legally responsible for the direct payment to any of Irwindale's personnel for salaries, wages, or other compensation for services performed pursuant to this Agreement

or for any claims made by Irwindale's personnel for personal injuries, including but not limited to Workers' Compensation claims or benefits, arising in connection with services rendered pursuant to this Agreement. All Irwindale employees who work in conjunction with Covina pursuant to this Agreement shall remain employees of Irwindale and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Covina based on this Agreement. No Irwindale employees shall become employees of Covina.

6. Maximum Cost.

The maximum cost for Irwindale's supplemental law enforcement services must not exceed Twenty five Thousand Dollars (\$25,000.00.) during the term of this Agreement.

The maximum cost for Covina's supplemental law enforcement services must not exceed Twenty five Thousand Dollars (\$25,000.00.) during the term of this Agreement.

7. Indemnification.

7.1 Covina Indemnification and Hold Harmless

To the fullest extent permitted by law, Covina shall indemnify, defend, and hold harmless Irwindale, its governing body, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Covina's acts and/or omissions arising from and/or relating to this Agreement.

7.2 Irwindale Indemnification and Hold Harmless

To the fullest extent permitted by law, Irwindale shall indemnify, defend, and hold harmless Covina, its governing body, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Irwindale's acts and/or omissions arising from and/or relating to this Agreement.

7.3 Limitation

The Indemnification and Hold Harmless provisions above shall be limited in duration to the Term of this Agreement. However, each entity's obligation to indemnify, defend, and hold harmless shall apply to any and all injuries, losses, or damages which occur or accrue during the date(s) of service provided for Police Dispatch, but which are reported after this Agreement's ending date.

8. Invoices.

Within forty-five (45) calendar days from each scheduled Police Dispatch event, Irwindale will deliver to Covina an invoice for the services and Covina will pay any undisputed amount within thirty (30) calendar days from the date of Irwindale's invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in Section 9.

Within forty-five (45) calendar days from each scheduled Police Dispatch event, Covina will deliver to Irwindale an invoice for the services and Irwindale will pay any undisputed amount within thirty (30) calendar days from the date of Covina's invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in Section 9.

9. Notice.

All notices, invoices, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to Covina:
City of Covina Police Department
Attention: Capt. Ric Walczak
444 N. Citrus Avenue
Covina, California 91723

All notices, demands, requests or approvals to Irwindale:
City of Irwindale Police Department
Attention: Capt. John Fraijo
5050 N. Irwindale Ave.
Irwindale, CA 91706

10. Integrated Contract.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by Irwindale and Covina and approved as to form by the City Attorneys for both cities.

11. Insurance.

Each party agrees to either self-insure in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement by purchasing and maintaining for the term of this Agreement a commercial general liability insurance policy, and automobile policy, both with a combined single limit of not less than two million dollars (\$2,000,000), which policy shall include or be endorsed to include the other party as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each party shall also carry Worker's Compensation Insurance for its own employees as required by law.

12. Waiver.

A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

13. Default and Termination.

13.1 Failure to Perform

If Irwindale fails or refuses to perform any of the provisions of this Agreement, Covina may immediately terminate this Agreement by written notice to Irwindale.

If Covina fails or refuses to perform any of the provisions of this Agreement, Irwindale may immediately terminate this Agreement by written notice to Covina.

13.2 Option to Terminate for Convenience

A Party to this Agreement may, at its sole discretion and without cause, terminate this Agreement for convenience by giving ten (10) calendar days' prior written notice to the other Party. Upon termination of this Agreement, Covina will pay Irwindale any compensation earned and unpaid up to the effective date of termination.

Equally, upon termination of this Agreement, Irwindale will pay Covina any compensation earned and unpaid up to the effective date of termination.

14. Governing Law.

This Agreement will be interpreted and governed according to the laws of the State of California.

15. Venue and Jurisdiction.

Irwindale and Covina agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, as appropriate. The parties agree that venue exists in either court and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

16. Survival of Provisions and Obligations.

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

This Agreement may be signed in counterpart by each party.

CITY OF IRWINDALE, a Municipal Corporation

By: _____
Julian A. Miranda
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Adrian Guerra
City Attorney

CITY OF COVINA, a Municipal Corporation

By: _____
Chris Marcarello
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
X
City Attorney