



# City of Palo Alto

## City Council Staff Report

(ID # 5762)

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**Report Type: Consent Calendar**

**Meeting Date: 6/1/2015**

**Summary Title: Law Enforcement Services to Levi's Stadium**

**Title: Request Approval of Authorization of Indemnity Agreement With Santa Clara Stadium Authority to Allow Provision of Requested Law Enforcement Services to Levi's Stadium Relating to Super Bowl 50 to be Held at Levi's Stadium on February 7, 2016**

**From: City Manager**

**Lead Department: Police**

### **Recommended Motion**

Staff recommends that Council consider the following motion:

- Council authorize the City Manager or his designee to execute the attached agreement which would allow the Palo Alto Police Department to provide law enforcement services to the new Levi's Stadium in Santa Clara with respect to increased security during the 2016 Super Bowl, joining other Santa Clara County agencies whose assistance is needed given the staffing demand.

### **Recommendation**

Staff recommends that the Council authorize the City Manager or his designee to execute the attached agreement which would allow the Palo Alto Police Department to provide law enforcement services to the new Levi's Stadium in Santa Clara with respect to increased security during the 2016 Super Bowl, joining other Santa Clara County agencies whose assistance is needed given the staffing demand.

### **Executive Summary**

Since 2014, the San Francisco Forty-Niners have hosted their regular season football games at Levi's Stadium. The stadium was completed in 2014 and is maintained by the City of Santa Clara and the Santa Clara Stadium Authority. The Stadium Authority has been selected to host the February 2016 NFL Super Bowl. Toward that end, the Santa Clara Police Department has requested support from local law enforcement agencies and has worked with staff from the City of Palo Alto and other Bay Area municipalities to develop a police services staffing plan in advance of the 2016 Super Bowl. The plan allows Santa Clara to supplement its police department's staff with experienced peace officers from the region. This new agreement is in addition to the agreement previously entered into Santa Clara in March 2014.

Staff recommends participation as a cooperative measure to support an allied law enforcement agency in providing adequate public safety resources for a significant regional venue, and to provide an outside employment opportunity for some Palo Alto police officers who may be interested in serving in this capacity.

## **Analysis**

### Existing Agreement

In March 2014, the City of Palo Alto entered into an agreement which allowed Palo Alto police officers to work as “Per Diem Police Officers” for the City of Santa Clara for the sole purpose of providing police services for the Santa Clara Stadium Authority. Under that agreement, participating officers must meet certain certification requirements, and are subject to a background check. They work in a per diem capacity at the stadium and are off-duty from their employment with the Palo Alto Police Department. The officers are “double-badged” and are classified as reserve police officers for Santa Clara, wearing Santa Clara police uniforms and insignias. The officers are trained and supervised by the Santa Clara Police Department for stadium events. Officers utilize their personal protective equipment issued by the City of Palo Alto in order to ensure familiarity and proficiency by the officer.

The hours worked in Santa Clara do not contribute to hours worked for the City of Palo Alto for the purposes of calculating overtime or other City-provided benefits. The officers are paid directly by Santa Clara. Palo Alto does not pay salary or overtime for this work.

Since June 2014, five officers from the Palo Alto Police Department have worked at Levi’s Stadium as reserve officers pursuant to the agreement without incident.

### Proposed Agreement

The proposed agreement provides that officers from neighboring law enforcement agencies will serve as part of a special detail to assist with stadium security, but will do so in their capacity as Palo Alto police officers. Such officers will not be considered reserve officers under the March 2014 agreement, but will continue to be under the employ of their home agency. They will wear their Palo Alto Police Department uniform, and use their regular Palo Alto Police Department equipment. The Stadium Authority will pay the officers an hourly rate, with payment being remitted to the home agency after invoicing. Each agency shall be liable for the acts of its own employees. Various city attorneys and staff from local municipalities in the County have negotiated the agreement attached hereto as Exhibit A.

The Agreement provides that participating officers’ duties to the City of Palo Alto will take priority over any assignment with the Santa Clara Police Department and officers can be recalled to the City of Palo Alto without prior notice in the event of an emergency.

The cities of Mountain View, Los Altos, Milpitas, Gilroy, Campbell, Morgan Hill, and the City of Santa Clara, intend to submit this Agreement to their respective Councils for approval. Police Department staff will monitor its officers' participation for any negative impacts and report any incidents to the City Manager. If necessary, the City's participation can be terminated in its entirety at its election upon notice.

The proposed agreement is intended for planned policing events at the stadium and does not supersede mutual aid agreements for unusual occurrences or other significant events.

**Resource Impact**

The agreement will result in no resource impact. Any injury sustained by an officer on special detail will be treated in the same manner as if incurred in the normal course of his/her duties for Palo Alto.

**Policy Impact**

The agreement will result in no policy impact.

**Attachments:**

- Exhibit A: Super Bowl-Santa Clara Stadium Agreement Executed (PDF)

**LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**THE CITY OF PALO ALTO**

**PREAMBLE**

This agreement for the performance of municipal law enforcement services (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, (“Effective Date”) by and between the City of Palo Alto (“Agency”), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“Authority”), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). Authority, City and Agency may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.”

**RECITALS**

- A. Authority and City are desirous of contracting with Agency for the performance of certain additional, supplemental law enforcement functions described herein specifically for Super Bowl 50, scheduled to be held at Stadium on February 7, 2016.
- B. Agency is agreeable to rendering such additional, supplemental law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional supplemental law enforcement services, and Agency agrees to provide additional supplemental law enforcement services, in connection with Super Bowl 50 at and around the Stadium site.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

- A. Agency agrees, as available, to provide supplemental special detail law enforcement services for Super Bowl 50 events taking place at the Stadium site and surrounding areas, as those areas are determined by the National Football League and/or City and/or Authority, during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police prior to each Super Bowl 50 event. The Parties shall establish and agree to the number of hours necessary for Agency employees to perform the requested services. City herein provides consent, pursuant to

Penal Code section 830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

- B. Except as otherwise specifically set forth, such services shall encompass only those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City.
- C. For special detail officers, the request for Super Bowl 50 services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services and if Agency is able to provide such services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, tactical vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested, and may be charged by Agency and paid for by Authority in accordance with Section 4 below as above and beyond the authorized pay rate for personnel. Notwithstanding the foregoing, the Authority and/or City may provide additional resources for Agency to utilize in performance of the services. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to the Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

## **2. ADMINISTRATION OF PERSONNEL.**

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.

- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.
- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service provided by Agency's officers.
- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

### **3. COMPENSATION AND PAYMENT.**

- A. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.
- B. The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement.
- C. For supplemental law enforcement services, equipment, supplies or personnel provided by Agency pursuant to this Agreement that are not listed on Exhibit A, Authority agrees to pay Agency for such services, equipment, supplies or personnel on a cost-recovery basis.

### **4. PAYMENT PROCEDURES.**

- A. Agency shall submit a summarized invoice which covers all services performed during the term of this Agreement, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.

- B. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing.

**5. CANCELLATION OF PERSONNEL.**

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

**6. TERM OF AGREEMENT.**

- A. This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Super Bowl 50 related events. The law enforcement services provided by Agency shall begin on \_\_\_\_\_ and shall terminate \_\_\_\_\_, 2016, unless terminated sooner or extended in whole or in part as provided for herein. This Agreement shall terminate on \_\_\_\_\_, 2016.

**7. TERMINATION.**

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.
- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8. FAIR EMPLOYMENT.**

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**9. HOLD HARMLESS/INDEMNIFICATION.**

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No Party, nor any officer, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.**

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

**11. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon either Party.

**12. SEVERABILITY AND WAIVER.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect. Agency agrees that waiver by Authority and/or City of any one or more of the conditions of performance under this



Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**13. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to Authority addressed as follows:

Santa Clara Stadium Authority  
Attention: Executive Director  
1500 Warburton Ave.  
Santa Clara, CA 95050  
or by facsimile at (408) 241-6771

And to City as follows:

City of Santa Clara  
Attn: Chief of Police  
601 El Camino Real  
Santa Clara, CA 95050  
or by facsimile at (408) 248-0276

And to Agency addressed as follows:

City Manager  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, California 94301

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**14. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara.

**15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[Signatures on next pages.]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**SANTA CLARA STADIUM AUTHORITY  
a Joint Powers Authority**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
Authority Counsel

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
Secretary

\_\_\_\_\_  
JULIO J. FUENTES  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“AUTHORITY”

**CITY OF PALO ALTO**

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Clerk

“AGENCY”

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**CITY OF PALO ALTO**

**EXHIBIT A**

The rates listed below are effective as of \_\_\_\_\_: