



# City of Palo Alto

## City Council Staff Report

(ID # 4452)

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**Report Type: Consent Calendar**

**Meeting Date: 3/3/2014**

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

**Title: Recommending Authorization of Indemnity Agreement With Santa Clara Stadium Authority to Allow Provision of Requested Law Enforcement Services to Levi's Stadium**

**From: City Manager**

**Lead Department: Police**

### **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 beginning in February 2014, joining other Santa Clara agencies whose assistance is needed given the staffing demand.

### **Executive Summary**

In August 2014, the San Francisco Forty-Niners will host their regular season football games at the new Levi's Stadium built and maintained by the City of Santa Clara and the Santa Clara Stadium Authority. 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. The plan allows Santa Clara to supplement its police department's staff with experienced peace officers from the region. Under the proposed plan, regular peace officers and Level 1 reserve officers employed by the City would be eligible to apply for and work in the position of "Per Diem Police Officer Special Events—As Needed" for the City of Santa Clara for the sole purpose of providing police services for the Santa Clara Stadium Authority. A copy of the job announcement is attached hereto as Exhibit A.

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 have expressed interest in the position.

## **Analysis**

This is a voluntary program in which permanent status Palo Alto peace officers and Level 1 reserve officers could apply for hourly, part-time employment with the City of Santa Clara. The selection process and appointments comply with requirements regulated by the State's Commission on Peace Officer Standards and Training (POST) and would require the Palo Alto Police Chief's approval for outside employment in accordance with City policy.

Participating officers working in a per diem capacity at the stadium would be off-duty from their employment with the Palo Alto Police Department. The hours worked in Santa Clara would not contribute to hours worked for the City of Palo Alto for the purposes of calculating overtime or other City-provided benefits. The Officers will be paid directly by Santa Clara. Palo Alto will not pay salary or overtime for this work.

The officers will be classified as reserve police officers and will wear Santa Clara police uniforms and insignias. The officers would be trained and supervised by the Santa Clara Police Department for stadium events. Officers will utilize their personal protective equipment issued by the City of Palo Alto in order to ensure familiarity and proficiency by the officer. The limited use of this gear would have a negligible impact to the lifespan of the equipment.

## **Indemnification Agreement/Limitation of Liability**

Various city attorneys and staff from local municipalities in the County have negotiated the Indemnification Agreement attached hereto as Exhibit B. 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. Santa Clara and the Stadium Authority will hold harmless and indemnify the City of Palo Alto for any losses or damages arising out of any civil claims or lawsuits involving an officer while on duty at the stadium. The Stadium Authority will purchase and maintain insurance policies for the event that a civil action is filed and in the event they are required by law to provide worker's compensation. The City of Palo Alto will be named as an additional insured. If an Officer is injured during the course of the performance of his or her job duties as a Santa Clara reserve officer, the City of Palo Alto will not be responsible for worker's compensation related to that injury; rather worker's compensation will be paid by Santa Clara in accordance with state law.

The cities of Mountain View, Los Altos, Milpitas, Gilroy, Campbell, Morgan Hill, City of Santa Clara, and the Town of Los Gatos have already approved this agreement. Police Department staff will monitor its officers' participation for any negative impacts and report any incidents to

the City Manager. If necessary, individual outside work authorizations can be rescinded, or the City's participation can be terminated in its entirety at its election.

The attached agreement minimizes the financial risk to the participating agencies in terms of liability and also explicitly affirms the City's authority and discretion to limit officer employment with Santa Clara to ensure the City's needs are met. 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.

### **Policy Impact**

The agreement will result in no policy impact. The Palo Alto Police Department Policy manual currently allows officers to engage in secondary employment subject to certain restrictions and with the approval of the Chief of Police. The policy manual will undergo minimal revisions to allow officers to act as per diem officers under the agreement.

### **Attachments:**

- Exhibit A - Job Announcement Santa Clara Reserve (PDF)
- Exhibit B - Indemnity Agreement (PDF)



**CITY OF SANTA CLARA**  
invites applications for the position of:

# **Per Diem Police Officer Special Events - As Needed Phase 2 2013**

**SALARY:** \$55.00 /Hour

**OPENING DATE:** 09/26/13

**CLOSING DATE:** 10/30/13 04:00 PM

**TENTATIVE EXAM INFORMATION:** Informational Meetings will be conducted on Saturday, October 5, 2013 at 10:00 a.m. and on Monday, October 7, 2013 at 2:00 p.m. at the City of San Mateo Police Department, 200 Franklin Parkway San Mateo, CA

**DESCRIPTION:**

**Final Filing Date: Wednesday, October 30, 2013**

To be considered for this position, candidates must submit a 1) City of Santa Clara Employment Application and 2) Proof of completion of a Basic Peace Officer Academy certified by the California Commission on Peace Officer Standards and Training (POST) **OR** proof of completion of Level 1 Reserve Peace Officer POST Regular Basic Course (Reserve Police Officers Only).

**Incomplete applications will not be accepted.**

**All applicants are required to obtain authorization from their home agency Chief of Police/Sheriff authorizing them to work on a Per Diem basis for the City of Santa Clara.**

**TYPICAL DUTIES:**

Duties include but are not limited to the following:

- Under general supervision; patrol designated areas in car, by foot, by bicycle, or other means to preserve law and order;
- Direct traffic;
- Enforce parking regulations, issue citations and tow vehicles that are in violation of codes;
- Observe, monitor, and control routine and unusual traffic conditions; assist and advise motorists; issue traffic citations and warnings;
- Discover and prevent the commission of crimes, and enforce laws and ordinances;
- Maintain awareness of and remain alert for wanted suspects, known criminals, stolen vehicles, missing persons, traffic violators, and crimes in progress;
- Conduct investigations at scenes of incidents to which summoned or incidents observed to determine what, if any, crime has been committed;
- Respond to calls for the protection of life and property, the enforcement of laws and ordinances, general public service calls, and complaints including those involving automobile accidents, traffic hazards, misdemeanor and felony incidents;
- Investigate complaints and take appropriate action, which may include the use of deadly or non-deadly force;
- Use sound judgment under adverse, stressful conditions;
- Identify, collect, preserve, process, and book evidence;
- Locate and interview victims and witnesses;
- Work in partnership with the Santa Clara Police Department and the District Attorney's Office to follow through on criminal complaints;

- Apprehend and arrest offenders for crimes committed under federal, state, and local laws and codes;
- Control and mitigate people under the influence of drugs or alcohol or other potentially hostile situations;
- Establish and preserve good relationships with the general public;
- Answer questions from the public concerning local and state laws, procedures, and activities of the department, apply good public relation principals;
- Participate in continuous training required by POST through home agency to enhance law enforcement skills including firearms proficiency, defensive driving skills, apprehension and arrest techniques, investigative skills, and general law enforcement skills;
- Attend meetings and trainings;
- Prepare a variety of reports including those on activities, operations, arrests made, and unusual incidents observed; prepare investigative reports and case information;
- Testify in courts and at hearings; prepare and present case evidence;
- Escort prisoners to county jail, juvenile hall, or Santa Clara Police Department; and
- Perform other duties as assigned.

### **MINIMUM QUALIFICATIONS:**

***NOTE: This job description is currently under review and subject to City Council approval.***

### EDUCATION AND EXPERIENCE

- Currently employed as a Full Time or Part Time Peace Officer with a California Law Enforcement Agency; or
- Currently working as a Level I Reserve Police Officer with a California Law Enforcement Agency.

### LICENSES &/OR CERTIFICATES

- Possession of valid California Class C driver's license is required;
- Proof of completion of a Basic Peace Officer Academy certified by the California Commission on Peace Officer Standards and Training (POST) is required at time of application (Not required for Reserve Officers, see below);
- Must have passed Field Training Program with home agency as required by POST;
- Must have passed Probationary Period with home agency;
- Pursuant to Government Code Section 1031, applicants must be a citizen of the United States or a permanent resident alien who is eligible for and has applied for citizenship; and
- Must maintain current CPR and First Aid Certification.

### Reserve Police Officers Must Also Provide:

- Proof of completion of Level 1 Reserve Peace Officer POST Regular Basic Course (Reserve Police Officers Only).

### PHYSICAL AND OTHER REQUIREMENTS

- Must be at least 20 years of age at time of application filing and 21 years of age at time of job appointment;
- Meet and maintain required peace officer employment standards as required by POST;
- Per The California Public Employee Retirement System (CalPERS) "Public Safety retirees on service retirement may not work more than 960 hours in a fiscal year for all CalPERS employers."
- Must possess the strength and physical ability necessary to perform the essential functions of the position;
- Must possess Hearing, speech, and mental capabilities sufficient to perform all of the essential functions of the position; and

- Must be willing to be fingerprinted and pass a departmental interview, psychological, medical, and background investigation prior to appointment.

#### Vision requirements:

- Must possess vision including color, night, depth, and peripheral vision sufficient to perform all of the essential functions of the position; and
- Must possess visual acuity of not less than 20/80 vision in each eye uncorrected, and corrected to 20/30 in each eye.

EXCEPTION: Applicants with correction afforded by soft contact lenses are exempt from the minimum uncorrected vision standard of 20/80, provided their corrected vision is 20/30 in each eye.

#### SPECIAL CONDITIONS

- Will be required to work special events.
- Will be required to work odd and unusual hours, including weekends and designated holidays.
- Will be required to purchase Department Uniforms (reimbursement will occur after working ten regular events).
- Will be required to provide own safety equipment (defined as ballistic vests, duty belt, and firearm).
- Per the California Public Employee Retirement System (CalPERS) "Public Safety retirees on service retirement may not work more than 960 hours in a fiscal year for all CalPERS employers."

Candidates are required to pass a departmental interview prior to being given a conditional job offer. If given a conditional offer of employment, candidates must also pass medical and psychological exams as well as a background investigation.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

Possession of the following knowledge, skills, and abilities at a level necessary to do police work:

Interest in Police Work – willingness to handle routine, repetitive tasks; enforce laws that may conflict with personal values; relate to others; work with minorities; work with fellow officers and the general public; participate in situations which require courage; function in different roles; work under hostile conditions, work under hazardous conditions over long periods of time; accept new job duties; work weekends, holidays.

Ability to Take Orders – the ability to relate to supervisors; to maintain objectivity; take criticism and control temper.

Ability to Take Responsibility - the ability to work without supervision; reliability; ability to participate in situations which require courage, refrain from abusing authority vested in official role; maintain confidentiality of information; and assume a command presence in conflict situations.

Self-Control – the ability to control one's temper, maintain objectivity; take criticism, function under oral or physical stress; use authority effectively; function in different roles, work under hazardous and hostile conditions for long periods of time, and work at accident and crime scenes which involve severe personal injuries, or in situations which involve loss of life.

Ability to Communicate Effectively – the ability to testify accurately; obtain information from witnesses under normal and stressful conditions; communicate in person, in writing, and via radio.

Ability to Make Reasonable Decisions Rapidly – the ability to reason logically; apply discretion in

maintaining confidentiality of information; observe and interpret what is observed; evaluate situations and people effectively; and apply good judgment.

Willingness to Arrest People – willingness to take actions which will result in imposing penalties on others, including depriving them of their freedom; taking a life if necessary; and fighting to win and injuring another if required; use techniques and applications of self defense and proper use of force.

Ability to Learn – the immediate potential to learn to write readable, comprehensible reports; to read and interpret relevant laws and procedural material including designated SCPD Operational Manual Sections and Stadium Security Procedures; read maps; apply regulations; communicate verbally with others under stress, analyze material and situations; and record observations from accident and crime scenes.

Emotional Stability – the ability to take verbal abuse; the possession of: honesty, integrity, maturity, tolerance, self-confidence, truthfulness and psychological stability; ability to meet the physical and psychological demands of police work.

Ability to Problem Solve – the ability to identify problems or issues that are of concern to residents of the City or Stadium attendees.

#### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

##### Environment:

The employee is regularly exposed to outside weather conditions; extreme cold, extreme heat, potentially hostile environments; extensive public contact. The noise level in the work environment is usually moderate but may be very loud due to crowd noise, music, sirens, firearm training, etc. Incumbents are required to work various shifts, including evenings and weekends, and may be required to travel to attend meetings or court appearances.

##### Physical:

Primary functions require sufficient physical ability to work in a law enforcement setting; restrain or subdue individuals; walk, stand, sit, bike or run for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weights; frequently lift and/or move moderate to heavy weights; occasionally lift and/or move heavy weights; requires a sense of touch, finger dexterity, and gripping with hands and fingers.

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APPLICATIONS MAY BE FILED ONLINE AT:

<http://www.santaclaraca.gov>

1500 Warburton Ave.  
Santa Clara, CA 95050  
408-615-2080  
Fax: 408-247-5627

[humanresources@santaclaraca.gov](mailto:humanresources@santaclaraca.gov)

Position #  
PER DIEM POLICE OFFICER SPECIAL EVENTS - AS NEEDED  
PHASE 2 2013  
VG

Equal Opportunity Employer

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**AGREEMENT by and between the  
SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and  
the CITIES OF CAMPBELL, MILPITAS, MORGAN HILL, MOUNTAIN VIEW and  
PALO ALTO, and the TOWN OF LOS GATOS  
FOR INDEMNITY**

**PREAMBLE**

This agreement for indemnity (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, (“Effective Date”) by and between the **Santa Clara Stadium Authority**, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“Authority”), the **City of Santa Clara**, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 (“Santa Clara”), the **City of Campbell**, a municipal corporation, located at 70 N. First Street, Campbell, California 95008 (“Campbell”), the **City of Milpitas**, a municipal corporation, located at 455 E. Calaveras Blvd., Milpitas, California 95035 (“Milpitas”), the **City of Morgan Hill**, a municipal corporation, located at 17575 Peak Ave., Morgan Hill, California 95037 (“Morgan Hill”), the **City of Mountain View**, a chartered municipal corporation, located at 500 Castro St., Mountain View, California 94039 (“Mountain View”), the **City of Palo Alto**, a chartered municipal corporation, located at 250 Hamilton Ave., Palo Alto, California 94301 (“Palo Alto”), and the **Town of Los Gatos**, located at 110 E. Main St., Los Gatos, California 95030 (“Los Gatos”) (collectively “Agencies” and individually “Agency”). Authority, City and Agency may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.”

**RECITALS**

- A. Authority and Santa Clara agrees to provide indemnity and insurance coverage to Agency regarding the performance of the law enforcement functions described herein.
- B. Agency is agreeable to allow its off-duty police officers to participate in such law enforcement services pursuant to the terms and conditions set forth in this Agreement.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. DOUBLE BADGING OF OFFICERS.**

- A. Santa Clara and Authority require supplemental special detail law enforcement services for events taking place at the new Santa Clara Levi Stadium (“Stadium”) site and surrounding areas during the term of this Agreement. Santa Clara will be hiring off-duty law enforcement officers from other local agencies, including Agency, as City of Santa Clara Police Reserve Officers. These officers will be Reserve Police Officers of the City of Santa Clara in accordance with the Santa Clara Police Department Operations Manual, General Order 16.3 or any other applicable order. The Reserve Police Officers will be issued badges and uniforms by the City of Santa Clara.



- B. Santa Clara is authorized to and does hereby provide 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 Santa Clara's jurisdiction.
- C. Reserve Police Officers from Agency will be using their home Agency equipment including firearms, vests, duty belts, and tasers. Communication devices (radio) shall be provided by Santa Clara.
- D. Subject to the terms and provisions of this Agreement, Agency shall allow its police officers to serve as City of Santa Clara Reserve Officers for the purposes described in this Agreement when off-duty from their assignments with the Agency. Agency also authorizes them to use the Agency equipment described in paragraph D of this section, subject to the terms and provisions of this Agreement.
- E. The parties understand and agree that the officers' duties and assignments to Agency shall have priority over any assignments as a City of Santa Clara Reserve Officer, and that the Agency may recall the officer for duty to the Agency at any time, without prior notice to Santa Clara or the Authority. However, Agency will cooperate in good faith to avoid any scheduling conflicts.
- F. The parties further understand and agree that while serving as a City of Santa Clara Reserve officer, the officer will be under the supervision of the City of Santa Clara Police Department.

## **2. HOLD AGENCY HARMLESS.**

Agency shall not be responsible for any act or omission of its law enforcement officer(s) while serving as a City of Santa Clara Reserve Officer or the act or omission of law enforcement officers from other Agencies pursuant to this Agreement.. To the extent permitted by law, Santa Clara and Authority agree to indemnify, protect, defend with counsel reasonably acceptable to Agency and hold harmless Agency, its Council, officers, employees, volunteers and agents from and against any claim, action, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from, or alleged to arise from any negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the services by Agency, its employees, officers or agents or the use of Agency equipment under this Agreement, except for any claim, injury, liability, loss, cost, and/or expense or damage directly and proximately caused by the sole and active negligence or willful misconduct of Agency.

The provisions of this section are intended to fully allocate all responsibility between the parties for claims, demands, actions or suits brought by any third party concerning the services contemplated under this Agreement. Neither Santa Clara nor the Authority shall have any rights in law or equity, or otherwise, to any indemnity or contribution from Agency for matters covered by this section.

This section does not apply to any workers' compensation liability that may arise if Agency's officer(s) are injured while working as a Santa Clara Reserve Officer. In the

event of such an industrial injury, City and/or Authority shall be liable and responsible for payment(s) they are statutorily obligated to pay, as agreed to by the Parties or as determined by a court or tribunal of competent jurisdiction.

In the event of a dispute between the City and/or Authority and any Agency, or if an Agency employee is named in an action due to service as a Santa Clara Reserve Officer, the other Agencies named in this Agreement are not necessary parties and need not be named or involved as parties to that dispute.

### **3. INSURANCE.**

During the term of this Agreement, Santa Clara and Authority shall purchase, and maintain in full force and effect, at least the following insurance policies:

- A. Commercial general liability insurance;
- B. Comprehensive automobile injury insurance (bodily injury and property damage) with respect to employees and vehicles assigned to the performance of work pursuant to this Agreement;
- C. Workers' compensation, employer's liability, if required by law; and,

Santa Clara and Authority shall, during the term of this Agreement, and at no expense to Agency, maintain the insurance policies, with limits of coverage, endorsements and with the required certificates as set forth in the attached **Exhibit "A"** entitled "Insurance Requirements." The scope and form of each respective insurance coverage shall be subject to approval of Agency's City Attorney's Office so that the protection afforded to Agency by Santa Clara and Authority with respect to this Agreement will be accomplished. Agency must approve all insurance coverages and carriers prior to commencement of work under this Agreement. Santa Clara and/or Authority may elect to self-insure with written notice of such self-insurance provided to Agency(ies).

### **4. TERM OF AGREEMENT.**

The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2016, unless terminated sooner or extended in whole or in part as provided for herein.

### **5. TERMINATION.**

- A. Any Party may terminate this Agreement as to that Party with or without cause by giving not less than sixty (60) days advance written notice to the other Parties. A termination by one Party other than Santa Clara or the Authority shall not terminate this Agreement as to the remaining Parties.
- 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 solely determined by Agency in its unfettered discretion.

- 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. The duty to hold harmless, indemnify, protect, and defend in accordance with Section 2 above shall survive termination of this Agreement.

**6. NOTICES.**

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

Santa Clara Stadium Authority  
Attention: Executive Director  
1500 Warburton Avenue  
Santa Clara, California 95050  
Fax: (408) 241-6771

And to Santa Clara as follows:

City of Santa Clara  
Attention: City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Fax: (408) 241-6771

And to Agencies addressed as follows:

Campbell: City Manager  
70 N. First Street  
Campbell, California 95008  
Fax: (408) 374-6889

Los Gatos: Town Manager  
110 E. Main St.  
Los Gatos, CA 95030  
Fax: (408) 399-5786

Milpitas: City Manager  
455 E. Calaveras Blvd.  
Milpitas, California 95035  
Fax: (408)

Morgan Hill: City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037  
Attn: Steve Rymer, City Manager or David Swing, Chief of Police  
Fax: (408)

Mountain View: City Manager  
500 Castro St.  
Mountain View, CA 94039  
Fax: (650)

Palo Alto: City Manager  
250 Hamilton Ave.  
Palo Alto, CA 94301  
Fax: (650)

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.

**7. 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.

**8. 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 follow 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

“SANTA CLARA”

**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 Campbell

Approved as to Form:

By: \_\_\_\_\_

MARK LINDER  
City Manager  
70 N. First Street  
Campbell, California 95008  
Telephone: (408) 866-2125  
Fax: (408) 374-6889

By: \_\_\_\_\_

WILLIAM R. SELIGMANN  
City Attorney

“CAMPBELL”

Town of Los Gatos

By: \_\_\_\_\_

Greg Larson, Town Manager

Approved as to Form:

\_\_\_\_\_  
Judith J. Propp, Town Attorney

“LOS GATOS”

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHAEL J. OGAZ  
City Attorney

\_\_\_\_\_  
THOMAS C. WILLIAMS  
City Manager  
455 E. Calaveras Blvd.  
Milpitas, CA 95035  
Telephone: (408) 586-3050  
Fax: (408) 586-3056

\_\_\_\_\_  
STEVE PANGELINAN  
Chief of Police  
1275 North Milpitas Blvd.  
Milpitas, CA 95035  
Telephone: (408) 586-2426  
Fax: (408) 586-2492

“MILPITAS”

Approved as to Form:

**CITY OF MORGAN HILL** a California  
general law municipal corporation

\_\_\_\_\_  
RENEE A. GURZA  
City Attorney

By: \_\_\_\_\_  
STEVE RYMER  
Its: City Manager

“MORGAN HILL”

APPROVED AS TO FORM:

\_\_\_\_\_  
Jannie L. Quinn  
City Attorney

\_\_\_\_\_  
Daniel H. Rich  
City Manager  
City of Mountain View  
500 Castro Street  
Mountain View, CA 94041  
Telephone: 650-903-6301  
Fax: 650-962-0384

FINANCIAL APPROVAL:

\_\_\_\_\_  
Patty J. Kong  
Finance and Administrative Services  
Director

ATTEST:

\_\_\_\_\_  
Lorrie Brewer  
City Clerk

“MOUNTAIN VIEW”

CITY OF PALO ALTO

\_\_\_\_\_  
City Manager  
James Keene

CITY OF PALO ALTO

\_\_\_\_\_  
Police Chief  
Dennis Burns

APPROVED AS TO FORM

By: \_\_\_\_\_  
Assistant City Attorney  
City of Palo Alto

“PALO ALTO”

## AGREEMENT FOR INDEMNITY AND INSURANCE

### EXHIBIT "A"

#### *INSURANCE REQUIREMENTS*

Santa Clara and Authority, and subcontractor(s), if any, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement at its/their sole cost and expense. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable). For purposes of the insurance policies required under this Agreement, the term "Agency" shall include the duly elected or appointed council members, commissioners, officers, agents, employees, and volunteers of the Agency (city), California, individually or collectively.

#### 1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the Agency:

##### A. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$3,000,000 aggregate for products-completed operations; and,
- \$3,000,000 general aggregate applying separately to this project.

##### B. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL").**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability coverage, Symbol 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage.

##### C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL").** (A Workers' Compensation Policy is required.)

These policies shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability insurance with coverage amounts not less than one



million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS.**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Santa Clara and or Authority and approved by the Agency before work is begun pursuant to this Agreement. At the option of the Agency, Santa Clara shall either reduce or eliminate such deductibles or self-insured retentions or provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS.**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the required insurance policies indicated in parentheses below:

- A. Additional Insureds The Agency, its City Council, commissions, officers and employees are hereby added as additional insureds in respect to liability arising out of the scope of work of this Agreement, providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2010, 1985 Edition, or insurer's equivalent (CGL);
- B. General Aggregate The general aggregate limits shall apply separately to Santa Clara and Authority stadium events under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
- C. Primary Insurance This policy shall be considered primary insurance with respect to any other valid and collectible insurance Agency may possess, including any self-insured retention Agency may have, and any other insurance Agency does possess shall be considered excess insurance only and shall not be called upon to contribute with this insurance (CGL & BAL); and
- D. Notice of Cancellation No cancellation shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such cancellation to Agency at the address set forth below, except the insurer may give ten (10) days notice for non-payment of premium (CGL, BAL, WC/EL & PL).

4. **ABSENCE OF INSURANCE COVERAGE.**

Agency may direct Santa Clara or Authority to immediately cease all activities with respect to this Agreement if the Agency determines that Santa Clara fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.**

A Certificate of Insurance, on an Accord form, and implementing endorsements shall be provided to Agency by each of Santa Clara's and Authority's insurance companies as evidence of the stipulated coverages prior to commencement of work under this Agreement, and annually thereafter at least ten (10) days prior to termination of existing coverage for the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of "A VI" or above.

The Certificate of Insurance and coverage verification and all other notices related to cancellation shall be mailed to:

Office of the City Clerk  
Attention: [insert department name]

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