

Meeting Date: 11/16/10

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 602/3C-2
RDA



Date: November 12, 2010

To: Mayor and Council for Information

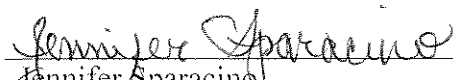
From: Jennifer Sparacino, City Manager

Subject: City of Santa Clara's Billing Procedure for Police Escort Service for San Francisco 49ers

Attached is a letter from the Chief of Police to Director of Stadium Operations for the San Francisco 49ers listing charges to the team for police escorts. Total charges being billed to the team total \$18,293.35 for police escorts in 2007, 2008, 2009 and 2010 seasons. The letter also indicates that in the future a standard service agreement (sample attached "General Service Agreement") will be used on a regular basis for police escorts so that billing will be timely.

Although the initial approach was to track these costs and submit the bills as part of reimbursable expenses as specified in the Term Sheet between the 49ers LLC and the City, we have revised our procedure to bill for police escorts as they occur.

This agenda report is submitted for Council information.



Jennifer Sparacino
City Manager

Documents Related to this Report:

- 1) *Letter to Director of Stadium Operations for San Francisco 49ers*
- 2) *Standard "General Service Agreement"*

I:\AGENDA REPORTS\2010\City 49ers Escort Service.doc

SANTA CLARA COUNTY



Stephen D. Lodge
Chief of Police

November 9, 2010

Jim Mercurio
Director, Stadium Operations
San Francisco 49ers
Candlestick Park
490 Jamestown Avenue, Room 398
San Francisco, CA 94124

Dear Director Mercurio:

Attached please find our summary of charges for escorts provided to the team during the 2007, 2008, 2009 and a portion of the 2010 seasons.

Please feel free to contact me directly if you have any questions regarding the formula used for the charges.

2007 Season

<u>Date</u>	<u># of Officers</u>	<u>Time Used</u>	<u>Destination</u>	<u>Cost</u>
Sept 14	4	45 min	SJ Airport	\$228.60
Sept 16	2	30 min	SC Training Facility	\$76.20
Sept 21	4	45 min	SJ Airport	\$228.60
Sept 23	2	30 min	SC Training Facility	\$76.20
Oct 19	4	45 min	SJ Airport	\$228.60
Oct 21	2	30 min	SC Training Facility	\$76.20
Nov 2	4	45 min	SJ Airport	\$228.60
Nov 4	2	30 min	SC Training Facility	\$76.20
Nov 10	4	45 min	SJ Airport	\$228.60
Nov 12	2	30 min	SC Training Facility	\$76.20
Nov 24	3	30 min	SJ Airport	\$114.30
Nov 25	2	30 min	SC Training Facility	\$76.20
Nov 30	4	45 min	SJ Airport	\$228.60
Dec 2	2	30 min	SC Training Facility	\$76.20
Dec 28	4	45 min	SJ Airport	\$228.60
Dec. 30	2	30 min	SC Training Facility	\$76.20

\$2,324.10

2008 Season

<u>Date</u>	<u># of Officers</u>	<u>Time Used</u>	<u>Destination</u>	<u>Cost</u>
Sept 13	2	30 min	SJ Airport	\$77.40
Sept 14	2	30 min	SC Training Facility	\$77.40
Sept 26	4	45 min	SJ Airport	\$232.94
Sept 28	2	30 min	SC Training Facility	\$77.40
Oct 17	4	45 min	SJ Airport	\$232.94
Oct 19	2	30 min	SC Training Facility	\$77.40
Nov 9	2	30 min	SJ Airport	\$77.40
Nov 10	2	30 min	SC Training Facility	\$77.40
Nov 21	4	45 min	SJ Airport	\$232.94
Nov 23	2	30 min	SC Training Facility	\$77.40
Nov 28	4	45 min	SJ Airport	\$232.94
Nov 30	2	30 min	SC Airport Facility	\$77.40
Dec 12	4	45 min	SJ Airport	\$232.94
Dec 14	2	30 min	SC Training Facility	\$77.40
Dec 19	4	45 min	SJ Airport	\$232.94
Dec 21	2	30 min	SC Training Facility	\$77.40
				\$2,171.64

2009 Season

<u>Date</u>	<u># of Officers</u>	<u>Time Used</u>	<u>Destination</u>	<u>Cost</u>
Aug 14	4	10 hrs	Coliseum (preseason)	\$3,397.37
Aug 22	4	10 hrs	Coliseum (preseason)	\$3,397.37
Aug 27	4	45 min	SJ Airport	\$247.45
Aug 29	2	30 min	SC Training Facility	\$82.20
Sept 4	3	45 min	SJ Airport	\$184.95
Sept 11	4	45 min	SJ Airport	\$247.45
Sept 13	2	30 min	SC Training Facility	\$82.20
Sept 25	4	45 min	SJ Airport	\$247.45
Sept 27	2	30 min	SC Training Facility	\$82.20
Oct 30	4	45 min	SJ Airport	\$247.45
Nov 1	2	30 min	SC Training Facility	\$82.20
Nov 20	4	45 min	SJ Airport	\$247.45
Nov 22	2	30 min	SC Training Facility	\$82.20
Dec 5	3	30 min	SJ Airport	\$123.30
Dec 6	2	30 min	SC Training Facility	\$82.20
Jan 1	2	30 min	SJ Airport	\$82.20
Jan 3	2	30 min	SC Training Facility	\$82.20
				\$8,997.84

Jim Mercurio
Director, Stadium Operations
Page 3 of 3

2010 Season

<u>Date</u>	<u># of Officers</u>	<u>Time Used</u>	<u>Destination</u>	<u>Cost</u>
Aug 28	5	10 hrs	Coliseum (preseason)	\$4,245.97
Sept 10	3	45 min	SJ Airport	\$191.70
Sept 12	2	30 min	SC Training Facility	\$85.20
Sept 24	3	45 min	SJ Airport	\$191.70
Sept 26	2	30 min	SC Training Facility	\$85.20
				\$4,799.77

Total **\$18,293.35**

In the future I will use a standard service agreement for the escorts you request so that you will be billed in a more timely fashion.

Thank you.


Stephen D. Lodge
Chief of Police

CITY OF SANTA CLARA
601 EL CAMINO REAL
SANTA CLARA, CA 95050

GENERAL SERVICE AGREEMENT

ORGANIZATION REQUESTING SERVICES: _____

REPRESENTATIVE REQUESTING SERVICES: _____

REPRESENTATIVE'S TITLE: _____ Phone No. (____) _____

ADDRESS OF ORGANIZATION: _____

_____ Phone No. (____) _____

BILLING ADDRESS: _____
(if different from above) _____

DESCRIPTION OF SERVICES TO BE PROVIDED BY CITY: _____

PLACE SERVICE TO BE RENDERED: _____

NUMBER OF CITY PERSONNEL REQUIRED: _____

DATE(S): _____ HOURS: _____

This agreement for services ("Agreement") is made and entered into on this _____ day of _____, 200____, ("Effective Date") by and between the City of Santa Clara ("City") and _____ ("Organization") requesting the service. City and Organization may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." The City enters into this Agreement pursuant to its powers as a charter city under the provisions of Article XI, Section 5 of the California Constitution as well as the express provisions of California Government Code Section 53069.8.

The undersigned Parties hereby agree to the following terms and conditions:

1. In exchange for the compensation from the Organization described in this Agreement, City's Police Department Personnel ("Personnel") shall provide the security services ("Services") described above. In performing such Services, the Personnel shall be utilized only in their capacity as Peace Officers, as that term is defined by California Government Code Section 50920 and Penal Code Sections 830 and 830.1 The Personnel shall, at all times, be subject to the exclusive direction, supervision, and control of the Santa Clara Police Department.

2. Organization will be billed by the City's Department of Finance for the Services rendered by the Personnel at the overtime rate of the individual Personnel who provided the services under this Agreement. The specific hourly rate for the individual Personnel shall be determined by the Department and shall include a three (3) hour minimum charge per Personnel. Billing for police services shall begin from the time the officer leaves his/her assigned police station to travel to the off-site work area and will continue until the officer has returned from the off-site work area to his/her assigned police station. Travel time will be billed 15 minutes each way.
3. To the extent permitted by law and excluding the gross negligence or willful misconduct of the Personnel while providing the Services, Organization shall protect, defend, hold harmless and indemnify the City, its Council, commissions, officers, employees and volunteers from and against any claim, injury, liability, loss, cost, expense and/or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim, incurred by City arising from acts, errors, or omissions of the Organization with respect to the performance of Services under this Agreement.
4. Without limiting City's right to indemnification and prior to commencing any Services under this Agreement, Organization shall provide a certificate of insurance which provides proof that it has purchased and is maintaining a Comprehensive General Liability Insurance or Commercial General Liability Policy (in a form acceptable to the City Attorney's Office) which carries a general aggregate policy coverage limits of at least one million (\$1,000,000) dollars per occurrence. Organization shall also provide an endorsement to such insurance policy providing coverage at least as broad as Insurance Services Office Endorsement CG 2010, 1985 Edition, or insurer's equivalent, which lists the City of Santa Clara, its City Council, commissions, employees, officers and volunteers as additional insureds under such policy.
5. Any injury to Personnel incurred while performing the Services under this Agreement shall be primarily covered by the City's Workers' Compensation Insurance Plan.
6. The City and Organization bind themselves to the terms and conditions of this Agreement, and except as otherwise set forth in this Agreement, no interest in this Agreement or any of the Services provided for in a request under this Agreement shall be assigned, delegated, or transferred, either voluntarily or by operation of law, without the prior written approval of the Parties.
7. All notices prescribed by this Agreement shall be in writing and shall be deemed effective if sent by certified or registered mail and properly deposited with the United States Postal Services, postage prepaid with return receipt requested, or personal delivery and properly receipted to:

To City: Santa Clara Police Department
City of Santa Clara
601 El Camino Real
Santa Clara, CA 95050

To Organization: Address as noted under signature below.

8. This Agreement shall be governed and construed in accordance with the Municipal Code of the City and the laws and regulations of the State of California. It is intended that all aspects of this Agreement and the services rendered hereunder conform with the provisions of Government Code Section 53069.8 and Penal Code Section 70.
9. The City or Organization may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon in writing by the City and Organization shall be incorporated in amendments to this Agreement.

The Parties hereby certify that they have read the above terms and conditions and do agree to conform to them and all laws and regulations pertaining to the use of City Personnel for the purposes as set forth in this Agreement as evidenced by the following signatures of their duly authorized representatives.

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

APPROVED AS TO FORM:

ELIZABETH H. SILVER,
Interim City Attorney

STEPHEN D. LODGE*
Police Chief

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“City”

(Insert name of Organization)

By: _____
Print Name: _____
Print Title: _____
Address: _____

Telephone: () - _____
Fax: () - _____

“Organization”

Distribution: Organization
 Police Department
 Finance Department

C:\Documents and Settings\SLodge\Local Settings\Temporary Internet Files\OLKD09\General Service (Form).doc

* Authority to sign on behalf of the City of Santa Clara delegated in a memo from the City Manager, dated April 5, 2001, pursuant to Resolution No. 6000 of the City Council of the City of Santa Clara, dated April 4, 1995.

General Services Agreement, SCPD
Rev: 09/28/07; Typed: (Insert Date)

Page 3 of 4

**SANTA CLARA POLICE DEPARTMENT
GENERAL SERVICE AGREEMENT**

ENDORSEMENT LANGUAGE.

The insurance endorsement, required under paragraph 4 of the Santa Clara Police Department General Services Agreement (i.e.: the form acceptable to the City Attorney's Office), should include the following, or very similar, language:

Additional Insureds The City of Santa Clara, its City Council, commissions, officers, employees, agents and volunteers are hereby added as additional insureds with respect to liability arising out of, or related to, operations and activities of, on or on behalf of, the Organization while Services are provided by City Personnel under the terms of the Santa Clara Police Department General Service Agreement.