Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

Daniel Hahn, Chief of Police

Supplemental Law Enforcement Services Agreement

RPD 29/8-11

This agreement is made and entered into on _____ by and between the City of Roseville, a municipal corporation (CITY), and _____ (CUSTOMER) located at :

Address _____
Street Address, City and Zip Code

Telephone _____ _____
Home Phone Cell or Work Phone

1. SERVICES

The CUSTOMER desires to contract with the CITY to provide supplemental law enforcement services and the CITY is able to provide those services without reducing or affecting regular law enforcement services. The parties agree as follows: Subject to the terms and conditions set forth in this Agreement, CITY shall provide to CUSTOMER police officers to perform supplemental law enforcement services as described below, and at the work site and pursuant to the schedule and costs set forth below. CITY reserves the right to determine the number and rank of police officers or reserve police officers that shall be assigned and whether the services shall be performed in uniform or plain clothes. CUSTOMER may request specific police officers to be assigned under this Agreement, but CITY is not obligated to comply with such requests. CUSTOMER agrees that assigned police officer(s) shall not be required to perform tasks that are outside of routine police officer job duties nor perform services authorized to be provided by a private patrol operator, as defined in Business and Professions Code Section 7580, et seq. CUSTOMER hereby authorizes any employee of the Roseville Police Department to enter the premises at the below mentioned work site whenever necessary to fulfill the duty of CITY to provide services under this Agreement. CITY reserves the right to reassign any or all officers provided to CUSTOMER pursuant to this Agreement when, in the opinion of the Chief of Police, or his designee, public safety or departmental needs require such reassignment.

2. EVENT INFORMATION

Type of Event _____ Event Location _____

Name of Event Contact _____ Contact Phone _____

Contact Driver License # _____ Business Name _____

2. EVENT INFORMATION CONTINUED

Estimated Attendees _____ Alcohol Served? _____ Music Live or Recorded? _____

Anticipated Duties of Contracted Personnel: _____

Permits Obtained: ABC Permit: _____ City of Roseville Dance Permit: _____

3. TERM OF AGREEMENT

☐ Single Day Date _____ Start Time _____ End Time _____

☐ Recurring Event The term of this Agreement shall commence on _____ and shall continue in full force and effect until _____ unless terminated pursuant to this Agreement. CUSTOMER shall notify CITY of events requiring supplemental law enforcement services no less than 30 calendar days in advance.

Minimum Staffing General Requirements

For officer safety reasons, the Police Department requires certain levels of staffing depending on the event. These staffing levels are subject to review and amendment by the Chief of Police or their designee depending on the contracted event and the security provisions necessary for the event. The general staffing requirements are as follows:

1) For every 200 attendees, one officer is required.
2) If the event includes alcohol, for every 200 attendees, two officers are required.
3) If the event requires more than five officers, a Sergeant is required for supervision.
4) If the event requires over ten officers, a Dispatcher is required to staff the Communications Center
5) Community Services Officers are available in lieu of officers for events requiring traffic control only.

Estimated services to be provided:

Type	# Required	Hourly Rate	Est. Hours	Est. Cost
Community Service Officers		$38		
Police Officers		$60		
Sergeants		$80		
Dispatchers		$45		
Marked Vehicles		$25 (+50 c per mile over 50 miles)		
TOTAL COST ESTIMATE				

4. PAYMENT

Customer shall pay CITY for services pursuant to this Agreement at the times and in the manner set forth below, and based on the following:

A. Hourly rates billed to the next half hour

B. Minimum of four (4) hours per each officer. In the event CUSTOMER cancels a request for services under this Agreement with less than forty-eight (48) hours notice, CUSTOMER shall pay CITY an amount equal to four (4) hours pay for each police officer position cancelled.

C. CUSTOMER will be billed for the time required by the police officer(s) to complete reports related to any enforcement action and/or incident occurring while employed under this Agreement.

D. Rates for provision of marked police vehicle: $25 per hour plus 50 cents per mile over 50 miles

E. At CITY's option, CUSTOMER shall either 1) make an initial payment (generally based on the number of officers multiplied by the cost of each officer multiplied by the anticipated number of hours of the event) and be billed (and payment shall be immediately due) for any remaining or additional hours of services provided afterwards; or 2) be billed by CITY at the end of the month in which services were provided. CUSTOMER shall make payment within thirty (30) days of the billing date and all delinquent accounts are subject to a late payment charge of twelve (12) percent per annum on any unpaid or delinquent balance.

5. FACILITIES AND EQUIPMENT

Except for the provision of marked police vehicle(s), as specified above, CITY is not obligated to furnish any facilities or equipment pursuant to the Agreement. CITY, at its sole discretion, may furnish other equipment to assigned police officer(s).

6. COMPLIANCE WITH LAWS AND REGULATIONS

CUSTOMER represents and warrants to CITY that CUSTOMER has all licenses, permits, and approvals of whatsoever nature, which CUSTOMER is legally required to possess to conduct the event described herein. CUSTOMER represents and warrants to CITY that CUSTOMER shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any required licenses, certificates, permits and approvals. CUSTOMER shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to its obligations under this Agreement.

7. NO GRANT OF AGENCY

Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other party to any obligation whatsoever.

8. ASSIGNMENT PROHIBITED

CUSTOMER shall not assign any right or obligation pursuant to this Agreement without the written consent of CITY. Any attempted or purported assignment without CITY's written consent shall, at the option of CITY, be void and of no effect.

9. TERMINATION

CITY shall have the right to terminate this Agreement at any time, at the sole discretion of the Chief of Police or his designee, with or without cause, by giving notice to CUSTOMER. In the event of termination, CITY shall immediately cease rendering services pursuant to the Agreement and CUSTOMER shall pay CITY the value of services rendered pursuant to this Agreement. CITY's entire liability to CUSTOMER for any failure to perform the services required by this Agreement shall be limited to and shall not exceed the amount of total payments, if any, advanced to CITY for services CITY failed to perform under this Agreement, and CITY shall not be liable for lost profits or punitive, special, indirect or consequential damages, even if CITY has been advised of the possibility of such damages.

10. INDEMNIFICATION

CUSTOMER shall defend, indemnify, and save and hold harmless CITY, its officers, agents and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CUSTOMER's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole active negligence. The parties intend that this provision shall be broadly construed.

11. NONDISCRIMINATION

In the performance of the services or obligations required by this Agreement, neither party shall discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation.

12. GENERAL ORDERS

CUSTOMER agrees that the assigned police officers shall act in accordance with the General Orders, rules, procedures and other directives of the Roseville Police Department, which by this reference are hereby incorporated herein.

13. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the CITY.

14. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. WAIVER

Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term herein. No ambiguity shall be presumed to be construed against either party.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Placer County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

18. AUTHORITY

The person signing this Agreement for CUSTOMER hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CUSTOMER. This Agreement shall be deemed effective upon its full execution.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in by its Chief of Police on the ____ day of _____, 20__, and CUSTOMER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
Municipal Corporation:

BY: _____
Daniel Hahn
Chief of Police

CUSTOMER:

BY: _____
Customer Signature

_____
Customer Name

_____
Business/Organization