

File ID: 2024-01936

12/10/2024

Fiscal Year 2025 - Fiscal Year 2027 Supplemental Employment Agreement
[Published for 10-day Review on 11/27/2024]

File ID: 2024-01936

Location: Citywide

Recommendation: Adopt a **Resolution** authorizing the City Manager or the City Manager's designee to execute a Supplemental Employment Agreement for Fiscal Year (FY) 2025 with Sacramento Downtown Arena, LLC in the amount of \$2,000,000 and 2) allow City Manager or the City Manager's designee to execute annual contracts in an amount not to exceed \$7,500,000 for FY2025 - FY2027.

Contact: Brent Kaneyuki, Police Captain, Metro Division, (916)808-0700,
bkaneyuki@pd.cityofsacramento.org , Police Department

Presenter: None

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement- Sacramento Downtown Arena LLC

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) manages a Supplemental Employment program to provide contracted law enforcement services to a variety of entities (retail, restaurants, associations, non-profits, entertainment, other City of Sacramento departments, etc.). Historically, signature authority for Supplemental Employment agreements has been delegated by the Chief of Police to the Sergeant, Lieutenant, and Captain of SPD's Special Events Unit as most of the entities have obtained these services on an intermittent, temporary, or seasonal basis with costs averaging less than \$100,000 per entity.

For FY 2025, SPD has identified that the agreement with Sacramento Downtown Arena, LLC will likely exceed \$250,000. SPD is requesting that the City Manager, or the City Manager's designee, execute annual Supplemental Employment Agreements for Fiscal Year (FY) 2025 through Fiscal Year 2027 with Sacramento Downtown Arena, LLC to receive payment in an amount not to exceed \$7,500,000.

Policy Considerations: The recommendations contained in this report are consistent with Sacramento City Code 3.04.020 which requires City Council approval to enter into an agreement that is equal to or greater than \$250,000. Proposition 26 was passed by the voters on November 2, 2010, amending Article XIII C of the State constitution. According to the ballot measure, the intent of the measure is to ensure the effectiveness of Propositions 13 and 218 by providing a definition of a “tax” for state and local purposes “so that neither the Legislature nor local governments can circumvent these restrictions on increasing taxes by simply defining new or expanded taxes as ‘fees.’” Thus, under Proposition 26, a tax has been defined broadly to include any levy, charge or exaction of any kind imposed by a local government, except for seven specified categories of charges. Moreover, the City bears the burden of proving that a fee or charge is not a tax. The hourly rates discussed below do not constitute a “tax” under section 1, subdivision (e2), in Article XIII C of the California Constitution because they are simply designed to recuperate the reasonable cost of providing police services to entities that contract with the City. The hourly rates do not recover more than 100% of SPD’s actual cost of administering the program. No hourly rate waivers are provided, and SPD’s costs are allocated equally to the entities who contract with the City for police services.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on November 27, 2024, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The agreement with Sacramento Downtown Arena, LLC fulfills a security requirement established by the National Basketball Association. SPD considers this program and the execution of the agreement to be in the best interest of the City because: 1) it operates in such a way that patrol resources are not impacted; 2) local businesses and other entities are able to hold safe, fun events for their patrons; and 3) it provides the City with an hourly reimbursement for Police Officer and Police Sergeant time while working these events.

Financial Considerations: The maintained reimbursement Officer rate of \$100 per hour and Sergeant rate of \$123 per hour offsets the salary and benefit costs of sworn staff hours billed under the program. Hourly rates will go up on an annual basis and execution of annual contracts will be

processed to memorialize the rate increases.

Local Business Enterprise (LBE): Not applicable

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 07/01/2024 Contract Expiration Date (if applicable): 06/30/2025
\$ Amount (Not to Exceed): \$2,000,000.00 Adjusted \$ Amount (+/-): _____
Other Party: Sacramento Downtown Arena LLC (Golden 1 Center)
Project Title: Supplemental Employment
Project #: _____ Bid/RFQ/RF# #: _____
City Council Approval: _____ if YES, Council File ID#: _____

Contract Processing Contacts

Department: Police Project Manager: Navneel Lal
Contract Coordinator: Anna Johnson Email: amjohnson@pd.cityofsacramento.org

Department Review and Routing

Accounting:	<u><i>diana warner</i></u> <small>01/20/2025 10:04:31 PST</small>	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	<u><i>Eranda Delgado</i></u>	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

GAU File #24-111

-----**FOR CLERK & IT DEPARTMENTS ONLY -- DO NOT WRITE BELOW THIS LINE**-----

**SACRAMENTO POLICE DEPARTMENT
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AGREEMENT is made at Sacramento, California, as of July 1st, 2024 and between CITY OF SACRAMENTO, a municipal corporation (CITY), and Sacramento Downtown Arena LLC (via Daniel Hahn) (CUSTOMER), at

ADDRESS: PO Box 191 WORK PHONE #: (916) 707-6400

CITY/STATE/ZIP: Sacramento, CA, 95814 CELL PHONE #: (916) 707-5400 who agrees to as follows:

1. **Services.** Subject to the terms and conditions set forth in the Agreement, CITY shall provide to CUSTOMER peace officers to perform supplemental law enforcement services pursuant to Government Code Section 53069.8, as described below, at the event location indicated below, and pursuant to the schedule and costs set forth below. CITY reserves the right to determine the number and rank of peace officers or reserve peace officers that shall be assigned and whether the services shall be performed in uniform or plain clothes. CUSTOMER may request specific peace officers to be assigned under this Agreement, but CITY is not obligated to comply with such requests. CUSTOMER agrees that assigned peace officer(s) shall not perform tasks that are outside of routine peace officer job duties nor perform services authorized to be provided by a private patrol operator, as defined in Business and Professions Code Section 7582.1.
2. **Access.** CUSTOMER hereby authorizes any employee of the Sacramento Police Department to enter the premises at the event location indicated below in order to fulfill the terms of this Agreement.
3. **Reassignment.** CITY reserves the right to reassign any or all peace 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. CUSTOMER shall not be responsible for reimbursing the CITY for time spent by peace officers on reassigned duty.

Type of Event: Law Enforcement Services Event Location: Golden 1 Center

Name of Event Contact: Daniel Hahn (dhahn@kings.com) Day Phone No. for Event Contact: (916) 701-5325

Customer's EIN: _____

Estimated Number of Attendees: N/A Alcohol Served: Yes No Music (Live/Recorded): Yes No

4. **Term.** Date(s): 7/1/2024 - 6/30/2025 Reporting Time(s): _____ AM PM Ending Time(s): _____ AM PM

Estimated Quantity	Employee Rank	Hourly Rate	Estimated Work Hours	Estimated Cost
	Officer	\$100		
	Sergeant	\$123		
	Open Contract for FY25			
	Not to Exceed \$2,000,000			

NUMBER OF VEHICLES	FLAT FEE AMOUNT	COST FOR VEHICLES
	\$33	

ESTIMATED TOTAL COST: Based on total hours

5. **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): **\$100.00** per hour for officers and **\$123.00** per hour for sergeants.
 - b. Minimum of four (4) hours per peace officer provided. In the event CUSTOMER cancels a request for services under the Agreement with less than forty-eight (48) hours' notice, CUSTOMER shall pay CITY an amount equal to four (4) hours pay for each peace officer position canceled.
 - c. CUSTOMER will be billed for the time required by the peace officer(s) to complete reports related to any enforcement action and/or incident occurring while employed under this Agreement.
 - d. Rate for provision of marked police vehicle: minimum of \$33 per day + \$0.50 per mile after first fifty (50) miles.
 - e. At CITY'S option, CUSTOMER shall either I) make an initial payment (based on the number of peace officers multiplied by the cost of each officer multiplied by the anticipated number of hours of the event) and be billed for any additional hours of services provided afterwards; or II) 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.

6. **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 this Agreement. CITY, at its sole discretion, may furnish other equipment to assigned peace officer(s).
7. **Compliance with Laws and Regulations.** CUSTOMER represents and warrants to CITY that CUSTOMER has all licenses, permits CITY Business Operations Tax Certificate, 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.
8. **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.
9. **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 be void and of no effect.
10. **Termination.** CITY shall have the right to terminate this agreement at any time, with or without cause, by giving notice to CUSTOMER. In the event of termination, CITY shall immediately cease rendering services pursuant to this Agreement and CUSTOMER shall pay CITY the value of services rendered to date. CITY'S entire liability to CUSTOMER for any failure to perform the services required by this Agreement shall not exceed the amount of total payments CITY received, or would have received, under this Agreement for the services CITY failed to perform, 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.
11. **Indemnity and Hold Harmless.** Customer shall fully indemnify and save harmless, CITY, its officials, officers, employees and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this section (hereinafter, collectively "Liabilities"), arising from or relating to this Agreement or performance thereunder, whether or not such Liabilities are caused in whole or in part by the passive negligence of a party. The provisions of this section shall survive any termination or expiration of this Agreement.
12. **Insurance.** During the entire term of this Agreement, CUSTOMER shall maintain full Commercial General Liability Insurance at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Customer and subcontractors, products and completed operations of Customer and subcontractors, and premises owned, leased, or used by Customer and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. The CITY, its officials, officers, employees and agents shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CUSTOMER and subcontractors; products and completed operations of CUSTOMER and subcontractors; and premises owned, leased, or used by CUSTOMER and subcontractors. The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers will be in excess of Customer's umbrella or excess coverage and will not contribute to it. CUSTOMER shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier. For all insurance policy renewals during the term of this Agreement, CUSTOMER shall send insurance certificates reflecting the policy renewals directly to:
 City of Sacramento, c/o EXIGIS LLC, P.O. Box 947, Murietta, CA 92584, Phone: (888) 808-0872
 Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com. The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CUSTOMER or cancel the Agreement if the insurance is canceled or CUSTOMER otherwise ceases to be insured as required herein.
13. **Nondiscrimination.** CUSTOMER shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation. CUSTOMER shall comply with all state, local, and federal anti-discrimination laws and regulations.
14. **General Orders.** CUSTOMER agrees that the assigned peace officers shall act in accordance with the General Orders, rules, procedures and other directives of the Sacramento Police Department, which by this reference are hereby incorporated herein.
15. **Entire Agreement.** This document contains the entire agreement between the parties and supersedes whatever oral or written understanding they 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.
16. **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.
17. **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.
18. **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.

19. **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 Sacramento 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.
20. **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.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

CUSTOMER

Golden J. Centore
[type or print name of organization, if applicable]

CHIEF OF POLICE or AUTHORIZED REPRESENTATIVE

Alexander Rodas
AUTHORIZED SIGNATORY (Print title, and Sign name)
Senior Vice President & General Manager

ATTEST:

CITY CLERK

Emilio Camacho 11/18/2024
Emilio Camacho (Nov 18, 2024 08:01 PST)

CITY ATTORNEY OFFICE .



SACRDOW-01

KBRANSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0767776 HUB International Insurance Services Inc. PO Box 255387 Sacramento, CA 95865	CONTACT NAME: Karrie Branson	
	PHONE (A/C, No, Ext): (916) 480-4161	FAX (A/C, No):
EMAIL ADDRESS: karrie.branson@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		11150
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Sacramento Downtown Arena LLC
 500 J Street, 4th Floor
 Sacramento, CA 95814

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

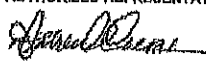
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRC JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event	X		SSCG012107	9/16/2024	9/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Supplemental Law Enforcement Services Agreement

The City, its officials, officers, employees and agents included as additional insureds per written agreement.

Attached:

- CG20261219 - Additional Insured - Designated Person or Organization
- CG20011219 - Primary and Noncontributory

CERTIFICATE HOLDER City of Sacramento c/a EXIGIS LLC PO Box 947 Murrieta, CA 92564	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED.- DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy; and Executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional Insured under your policy provided that:

- (1) The additional Insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional Insured.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 07/01/2024 Contract Expiration Date (if applicable): 06/30/2025
\$ Amount (Not to Exceed): \$2,000,000.00 Adjusted \$ Amount (+/-): _____
Other Party: Sacramento Downtown Arena LLC (Golden 1 Center)
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City Council Approval: _____ if YES, Council File ID#: _____

Contract Processing Contacts

Department: Police Project Manager: Navneel Lal
Contract Coordinator: Anna Johnson Email: amjohnson@pd.cityofsacramento.org

Department Review and Routing

Accounting:	<u><i>diana warner</i></u> <small>01/10/2018 09:04:31 PST</small>	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	<u><i>Eranda Delgado</i></u>	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

GAU File #24-111

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Name of Event Contact: Daniel Hahn (dhahn@kings.com) Day Phone No. for Event Contact: (916) 701-5325

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7. **Compliance with Laws and Regulations.** CUSTOMER represents and warrants to CITY that CUSTOMER has all licenses, permits CITY Business Operations Tax Certificate, 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.
8. **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.
9. **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 be void and of no effect.
10. **Termination.** CITY shall have the right to terminate this agreement at any time, with or without cause, by giving notice to CUSTOMER. In the event of termination, CITY shall immediately cease rendering services pursuant to this Agreement and CUSTOMER shall pay CITY the value of services rendered to date. CITY'S entire liability to CUSTOMER for any failure to perform the services required by this Agreement shall not exceed the amount of total payments CITY received, or would have received, under this Agreement for the services CITY failed to perform, 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.
11. **Indemnity and Hold Harmless.** Customer shall fully indemnify and save harmless, CITY, its officials, officers, employees and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this section (hereinafter, collectively "Liabilities"), arising from or relating to this Agreement or performance thereunder, whether or not such Liabilities are caused in whole or in part by the passive negligence of a party. The provisions of this section shall survive any termination or expiration of this Agreement.
12. **Insurance.** During the entire term of this Agreement, CUSTOMER shall maintain full Commercial General Liability Insurance at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Customer and subcontractors, products and completed operations of Customer and subcontractors, and premises owned, leased, or used by Customer and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. The CITY, its officials, officers, employees and agents shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CUSTOMER and subcontractors; products and completed operations of CUSTOMER and subcontractors; and premises owned, leased, or used by CUSTOMER and subcontractors. The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers will be in excess of Customer's umbrella or excess coverage and will not contribute to it. CUSTOMER shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier. For all insurance policy renewals during the term of this Agreement, CUSTOMER shall send insurance certificates reflecting the policy renewals directly to:
 City of Sacramento, c/o EXIGIS LLC, P.O. Box 947, Murietta, CA 92584, Phone: (888) 808-0872
 Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com. The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CUSTOMER or cancel the Agreement if the insurance is canceled or CUSTOMER otherwise ceases to be insured as required herein.
13. **Nondiscrimination.** CUSTOMER shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation. CUSTOMER shall comply with all state, local, and federal anti-discrimination laws and regulations.
14. **General Orders.** CUSTOMER agrees that the assigned peace officers shall act in accordance with the General Orders, rules, procedures and other directives of the Sacramento Police Department, which by this reference are hereby incorporated herein.
15. **Entire Agreement.** This document contains the entire agreement between the parties and supersedes whatever oral or written understanding they 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.
16. **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.
17. **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.
18. **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.

19. **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 Sacramento 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.
20. **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.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

CUSTOMER

Golden J. Centore
[type or print name of organization, if applicable]

CHIEF OF POLICE or AUTHORIZED REPRESENTATIVE

Alexander Rodas
AUTHORIZED SIGNATORY (Print title, and Sign name)
Senior Vice President & General Manager

ATTEST:

CITY CLERK

Emilio Camacho 11/18/2024
Emilio Camacho (Nov 18, 2024 08:01 PST)

CITY ATTORNEY OFFICE .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED.— DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy; and Executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional Insured under your policy provided that:

- (1) The additional Insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional Insured.