

ITEM 4.11

CITY MANAGER'S REPORT SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT

RECOMMENDATION: Adopt Resolution Approving Agreement to Provide Law Enforcement Services to The American Heart Association for the 209 Heart & Stroke Walk Event on October 7, 2023

SUMMARY:

The American Heart Association (AHA) is hosting the 209 Heart & Stroke Walk event in the City of Lathrop on October 7, 2023. This is a regional event that will attract thousands of visitors into Lathrop. Due to the size and scope of the event, law enforcement services are being requested to ensure the safety and security of event participants. The 209 Heart & Stroke Walk is a one-day event from 8:00AM to 11:00AM. The total hours requested by the AHA is sixteen (16) hours.

The Lathrop Police Department (LPD) is able to provide staffing for the requested overtime hours for the 209 Heart & Stroke Walk. The AHA has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety during the event. The overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$1,736.96.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services to the American Heart Association for the 209 Heart & Stroke Walk Event on October 7, 2023.

BACKGROUND:

The American Heart Association is the nation's oldest and largest voluntary non-profit organization whose mission is to fight heart disease and stroke. The AHA is hosting their 209 Heart & Stroke Walk event on Saturday, October 7, 2023 at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. In previous years, two (2) Heart & Stroke Walk events were hosted on different days in the Cities of Modesto and Stockton. This is the first year that the event will be combined and will take place in the City of Lathrop. This regional event will attract thousands of visitors to Lathrop. Event organizers estimates between 1,500 - 2,000 attendees for the October 7, 2023 event.

The 209 Heart & Stroke Walk event will begin at 8:00AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas.

**SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR
THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

Due to the size and scope of the 209 Heart & Stroke Walk event, law enforcement services are being requested to ensure the safety and security of event participants. The 209 Heart & Stroke Walk event is from 8:00AM to 11:00AM, and a total of four (4) officers are being requested to be present for the event. The total hours requested by the American Heart Association is sixteen (16) hours.

The AHA further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event.

REASON FOR RECOMMENDATION:

Due to the size and scope of the events, law enforcement services are required for the safety and security of the visitors and participants for the 209 Heart & Stroke Walk event. LPD is able to provide the law enforcement services requested, and the AHA has agreed to pay the overtime rate to cover the costs of sworn and non-sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for the 209 Heart & Stroke Walk event.

FISCAL IMPACT:

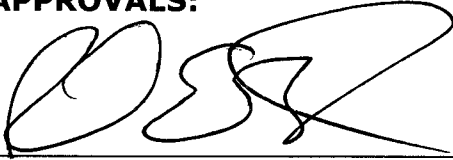
Overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$1,736.96. At the conclusion of the events, the City will invoice the AHA for the cost of providing law enforcement services. Should circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, the AHA will be responsible for reimbursement of the actual hours worked and costs for mutual aid. There is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 23-24 adopted budget.

ATTACHMENTS:

- A. Resolution Approving Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on October 7, 2023
- B. Agreement with the American Heart Association to Provide Law Enforcement Services for the 209 Heart & Stroke Walk event on October 7, 2023

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR
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APPROVALS:



Raymond Bechier
Chief of Police

8/29/23

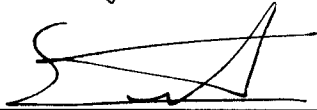
Date



Cari James
Finance Director

8/30/2023

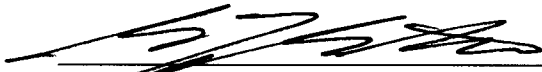
Date



Salvador Navarrete
City Attorney

8.29.2023

Date



Stephen J. Salvatore
City Manager

9.1.23

Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO THE AMERICAN HEART ASSOCIATION FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

WHEREAS, the American Heart Association (AHA) is the nation's oldest and largest voluntary non-profit organization whose mission is to fight heart disease and stroke; and

WHEREAS, the AHA is hosting their 209 Heart & Stroke Walk event on Saturday, October 7, 2023 at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. This regional event will attract thousands of visitors to Lathrop and event organizers estimates between 1,500 – 2,000 attendees; and

WHEREAS, the 209 Heart & Stroke Walk event will be from at 8:00AM to 11:00AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas; and

WHEREAS, due to the size and scope of the 209 Heart & Stroke Walk event, law enforcement services are being requested to ensure the safety and security of event participants. A total of four (4) officers are being requested to be present for the event. The total hours requested by the American Heart Association is sixteen (16) hours; and

WHEREAS, LPD is able to provide staffing for the requested overtime hours and the AHA further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event; and

WHEREAS, the overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$1,736.96; and

WHEREAS, there is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the FY 23-24 adopted budget; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on October 7, 2023.

The foregoing resolution was passed and adopted this 11th day of September 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

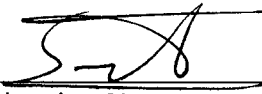
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

THIS AGREEMENT for law enforcement services to the AMERICAN HEART ASSOCIATION for the 209 HEART & STROKE WALK event (hereinafter “EVENT”), dated for convenience this ____ day of **September 2023** is by and between the **AMERICAN HEART ASSOCIATION**, a nonprofit organization (hereinafter “AHA”) and the **City of Lathrop**, a California municipal corporation (hereinafter “CITY”). The CITY and the AMERICAN HEART ASSOCIATION may be referred to herein as “Party” or collectively as “Parties”.

RECITALS:

WHEREAS, AHA requests the CITY to provide law enforcement security services for the EVENT; and

WHEREAS, the CITY desires to accommodate AHA’s request and has no objections to providing law enforcement security services for the EVENT as allowed by Government Code 53069.8 and reserves the right to terminate the EVENT for the purposes of public safety; and

WHEREAS, costs for Officer work hours shall be paid by the AHA at the rate indicated in the estimated cost schedule below.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions in this Agreement, AHA and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CITY’s assigned police officers shall provide law enforcement security services to AHA’s 209 HEART & STROKE WALK EVENT located at 1051 River Islands Parkway, Lathrop, CA 95330 in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY’s employee and shall be subject to the CITY’s administration, supervision, and control.
- B. AHA agrees to pay the costs for law enforcement services provided by the Lathrop Police Department at the hourly rate listed in Section 2 below.
- C. The initially estimated total cost is based on the number of hours that CITY intends to assign Police Officers to cover the EVENT. Police Officer(s) will work from a schedule with a total of 16 hours for the duration of the EVENT as detailed in Section 2 Compensation below.
- D. AHA agrees to pay a deposit equal to the initially estimated total cost as detailed in Section 2 below.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

- E. The CITY shall be entitled to reimbursement should circumstances arise requiring more hours/and or personnel and the estimated additional cost will be billed to AHA accordingly.
- F. AHA be entitled to a reduction for less hours worked should circumstances (such as rain and wind) cause the EVENT to be closed or impacted. If the EVENT closes early, officers may work less hours.
- G. AHA agrees to pay the CITY for all costs associated with providing law enforcement services for the EVENT. In addition, if further resources are needed to provide adequate security at the EVENT, including mutual aid from other agencies, those cost will be the responsibility of AHA. Hourly rates for the additional resources that are not included in the estimated cost schedule may vary.

(2) Compensation

AHA hereby agrees to pay all initial deposit of initial estimated total cost for law enforcement services as detailed in the schedule below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
10/7/2023	4	8AM – 12PM (4 hours)	16 Hours	\$108.56	\$1,736.96
Total Estimated Cost					\$1,736.96

After the EVENT, CITY will invoice the AHA for law enforcement services for actual hours of CITY personnel and any additional resource costs incurred for EVENT and apply the initial deposit as a credit. Hourly rates for additional resources that may be needed to provide adequate security at the EVENT that are not included in the initial estimated total cost schedule above may vary.

(3) Effective Date and Term

The effective date of this Agreement shall be from the date of its full execution through **October 8, 2023**, unless terminated earlier by either party providing a minimum of seven (7) days’ written notice.

(4) Employment of Officer(s) and Assignments

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. AHA shall immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement.

CITY shall assign Police Officers to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule as detailed in Section 2 Compensation of the Agreement, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

(5) Billings

CITY shall submit one invoice at the conclusion of the EVENT for actual law enforcement services

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

incurred and any additional resource costs incurred for the EVENT. AHA shall remit payment to the CITY within thirty (30) days of receipt of invoice.

(6) Supplies & Equipment

CITY shall provide each officer with the following equipment:

- A. Police Vehicles: City shall,
 - 1. Provide a standard patrol vehicle for each officer.
 - 2. Maintain the motor vehicles assigned to each officer.
 - 3. Purchase gasoline, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
 - 4. Maintain comprehensive general auto liability insurance on each motor vehicle in an amount as is currently provided through the Central San Joaquin Valley Risk Management Authority.
- B. Weapons and Ammunition
 - 1. CITY shall provide the standard issued weapons (handgun, shotgun, and rifle) and rounds of ammunition for each officer.
- C. Office Supplies
 - 1. CITY shall provide each officer with the usual and customary office supplies and forms required in the performance of their duties.

(7) Compliance With the Laws

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

(8) Insurance

- A. AHA shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. AHA's general liability policies shall be primary and shall not seek contribution from the CITY's coverage, and be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- B. Any failure to comply with reporting provisions of the policies by AHA shall not affect coverage provided the CITY.
- C. Coverage shall state that AHA insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Coverage shall contain a waiver of subrogation in favor of the CITY.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

(9) **Indemnification**

- A. AHA shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the gross or willful misconduct of City Personnel.
- B. In the event of concurrent negligence on the part of AHA or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- C. If AHA rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, AHA shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by AHA.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

(10) **Integration of Prior Terms and Conditions**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this agreement.

(11) **Termination**

Either Party to this Agreement may for any reason terminate this Agreement at any time by giving a

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

minimum of seven (7) days' written notice to the other party. Upon termination of this Agreement as herein provided, AHA shall have no obligation to compensate or pay the CITY except for services provided prior to termination.

(12) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Lathrop Police Department
940 River Islands Parkway
Lathrop, CA 95330

To AHA: American Heart Association
Attn: Donna Duldulao
2007 O St.
Sacramento, CA 95811

(13) Miscellaneous

- A. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- B. Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- C. Non-Discrimination. No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.
- D. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- E. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- F. Headings. The paragraph headings are not a part of this Agreement and shall have no effect

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

upon the construction or interpretation of any part of this Agreement.

- G. **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- H. **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- I. **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- J. **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- K. **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- L. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- M. **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- N. **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party

(14) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the AHA and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON OCTOBER 7, 2023

In Witness Whereof, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

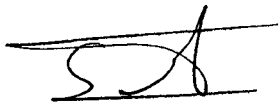
City of Lathrop:

American Heart Association.:

Stephen J. Salvatore Date
City Manager

Donna Duldulao Date
Event Planning Director

Approved as to Form:

 8.29.2023

Salvador Navarrete Date
City Attorney

Attest:

Teresa Vargas Date
City Clerk