



**DATE:** June 6, 2017

**CATEGORY:** Consent

**DEPT.:** Police

**TITLE:** **Law Enforcement Service Agreement  
Between the City of Hollister and the  
City of Mountain View**

### **RECOMMENDATION**

Authorize the City Manager to execute a law enforcement services contract with the City of Hollister to provide Police services at the motorcycle rally in Hollister from June 30, 2017 through July 2, 2017.

### **BACKGROUND**

Dating back to 1947, the City of Hollister has been known as the “Birthplace of the American Biker,” and the Hollister Freedom Rally overtakes the downtown streets through the July 4th weekend. The rally attracts hundreds of bikers from all over the nation, including members of motorcycle gangs. This event was banned for several years due to criminal activity and service demands on the City of Hollister. Starting in 2014, the rally was allowed to return and the Hollister Police Department relied on “assisting agencies” to help staff the event. The Mountain View Police Department assisted the Hollister Police Department last year with Police Officers, mostly members of our Gang Suppression Team.

### **ANALYSIS**

The last three years’ events were considered a success and the rally will return to Hollister this year. Due to the size of the event, which will be increased this year, the City of Hollister is again requesting outside agency assistance for police services during the rally. In addition to providing regional cooperation and assisting a small police department in staffing a rather large event, participation is an opportunity for Mountain View Police Officers to gain a better understanding of motorcycle gang activity, members, and their gang attire.

## **FISCAL IMPACT**

The City of Hollister will reimburse the City of Mountain View at one and one-half times the Officers' normal rate of pay for the services provided under this agreement. However, the City of Hollister shall not be responsible for payment of any personnel for travel time to or from Hollister. Rates of pay will be determined by individual Officer overtime rate. In addition, the City of Hollister will hold harmless, indemnify, and defend the City of Mountain View, its officers, agents, and employees against all liability, claims, losses, demands, or actions for injury to, or death of, a person or persons or damages to property arising out of, or alleged to arise out of, or in consequence of, the negligent acts or omissions of the City of Hollister, its officers, agents, or employees, or the negligent acts or omissions of personnel employed by the City of Mountain View, when the acts or omissions occur or are alleged to occur in the performance of services contemplated by the agreement.

In addition, the City of Hollister shall reimburse the City of Mountain View for any Workers' Compensation costs arising from any injury to City employees arising under the Agreement.

## **ALTERNATIVES**

1. Reject the Proposed Service Agreement.
2. Request specified language change to the Proposed Service Agreement.

**PUBLIC NOTICING** – Agenda posting.

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Approved by:

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DF/CG/7/CAM  
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