



# City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

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**Meeting Date:** 6/14/2011

**Report Type:** Consent

**Title:** Agreement: Sacramento Regional Transit Police Services

**Report ID:** 2011-00510

**Location:** Citywide

**Recommendation:** Adopt a Resolution: 1) authorizing the Interim City Manager, or the Interim City Manager's designee, to enter into a three-year agreement with the Sacramento Regional Transit District (SRT) for the provision of law enforcement services from July 1, 2011 through June 30, 2014, with two optional one-year extensions, in a total amount not to exceed amount of \$13,612,381; 2) authorizing the Interim City Manager, or the Interim City Manager's designee, to establish an Externally Funded Program (EFP) for the SRT agreement (#E11006000); and 3) increasing the SRT EFP (#E11006000) revenue and expenditure budgets up to \$13,612,381.

**Contact:** Lieutenant Mark Greenlee, Regional Transit, (916) 321-2903, Police Department

**Presenter:** None

**Department:** Police

**Division:** Metro Administration

**Dept ID:** 11001131

## **Attachments:**

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- 1-Description/Analysis
- 2- Resolution.docx
- 3- Exhibit A - RT & SPD Agreement.docx

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### **City Attorney Review**

Approved as to Form  
David Womack  
6/1/2011 11:08:25 AM

### **City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
5/23/2011 9:22:35 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Rick Braziel - 5/31/2011 1:51:29 PM

Assistant City Manager: Cassandra Jennings - 6/1/2011 10:56:56 AM



## Description/Analysis

**Issue:** The Police Department is requesting City Council approval to enter into a new agreement with Sacramento Regional Transit (SRT) to provide law enforcement services. On June 9, 2009, the City Council approved Resolution #2009-368 authorizing an agreement with SRT to continue providing public transportation security services. City Council Resolution #2009-368 and corresponding Agreement #2009-0537 will expire June 30, 2011. A new agreement with SRT has been negotiated and it will provide SRT with a minimum of one (1) Lieutenant, two (2) Sergeants, and 15 police officers, for a total of 18 sworn officers.

**Policy Considerations:** This agreement will continue an ongoing partnership between SRT and the Police Department to provide public transportation security. In addition, City Council Resolution #2010-388 requires City Council approval to enter into agreements and appropriate funding in excess of \$100,000.

On May 23, 2011, the SRT Board of Directors voted to approve this agreement.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

**Sustainability Considerations:** Not applicable.

**Other:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** SRT contracts with law enforcement agencies to provide high quality security services to its riders and employees. Public transportation has unique needs that require specialized law enforcement expertise. SRT understands the constraints and limitations that are placed upon local agencies. Often times, only the most serious, in-progress incidents are addressed. The purpose of contracting for supplemental peace officer services is to address those issues that are important for the public safety of SRT's patrons. The SPD has provided public transportation security services for SRT since July 1, 1993.

**Financial Considerations:** SRT will pay for the total cost of salaries and benefits for a minimum of 18 SPD employees assigned to provide police services under this agreement, and the amount will not exceed \$13,612,381. The compensation structure in this agreement reflects the current labor agreement between the City and the Sacramento Police Officers Association. This agreement will not cause any additional financial burden to the General Fund.

**Emerging Small Business Development (ESBD):** Not applicable.



## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **AGREEMENT: SACRAMENTO REGIONAL TRANSIT POLICE SERVICES**

#### **BACKGROUND**

- A. Sacramento Regional Transit (SRT) is currently in agreement (#2009-0537) with the Sacramento Police Department (SPD) to provide police services for SRT passengers and employees, including patrolling within light rail vehicles, light rail stations, SRT buses, and bus stops.
- B. The current agreement (#2009-0537) with SRT will expire on June 30, 2011. SRT has requested to enter into a new three-year agreement, with two optional one-year extensions, to continue services for up to five years beginning July 1, 2011, and ending June 30, 2016.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The Interim City Manager, or the Interim City Manager's designee, is authorized to execute a three-year agreement with the SRT for the provision of law enforcement services from July 1, 2011, through June 30, 2014, with two optional one-year extensions, in a total amount not to exceed \$13,612,381.
- Section 2. The Interim City Manager, the Interim City Manager's designee, is authorized to establish an SRT Externally Funded Program (EFP) (#E11006000) for SRT police services.
- Section 3. The Interim City Manager, or the Interim City Manager's designee, is authorized to increase the necessary SRT EFP (#E11006000) revenue and expense budgets up to \$13,612,381 to implement the agreement with SRT.



**AGREEMENT FOR PEACE OFFICER ASSIGNMENT**

**THIS AGREEMENT** is entered into on \_\_\_\_\_, 2011, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation hereinafter referred to as “RT,” and **CITY OF SACRAMENTO**, a municipal corporation, hereinafter referred to as “City.” City and RT hereinafter may be referred to collectively as the “Parties” or in the singular as “Party,” as the context requires.

**RECITALS**

City and RT have entered into this Agreement with reference to the following facts and circumstances:

- A. RT desires to contract with City for assignment of City police officers to provide security services on RT buses, light rail vehicles and related transit facilities and rights of way.
- B. RT has contracted with the County of Sacramento (“County”) for the services of County Sheriff’s Deputies to perform duties similar to the services to be provided by City’s police officers under this Agreement.
- C. City police officers and County Sheriff’s Deputies will, in combination, form an RT law enforcement security team.
- D. RT contracts with law enforcement agencies to provide the highest quality of security services to its riders and employees. Public transportation has unique needs that require specialized law enforcement. RT understands the constraints and limitations that are placed upon local agencies. At times, only the most serious, in-progress, incidents are addressed. The majority of issues that affect RT would never rise to the level of timely dispatch. The purpose of contracting for supplemental peace officers services is to address those issues that are important for the public safety of RT’s patrons.

**NOW, THEREFORE, BASED UPON FOREGOING RECITALS WHICH THE PARTIES AGREE TO BE TRUE AND CORRECT, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. STATEMENT OF INTENT AND RULE OF CONSTRUCTION**

By entering into this Agreement, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules and regulations, then the applicable provisions of such collective bargaining or other labor agreements, and of such policies, rules and regulations take precedence for the purpose of the construction and interpretation of this Agreement.

**2. TERM**

This Agreement is effective from July 1, 2011 (“Effective Date”) through June 30, 2014; unless sooner terminated or cancelled pursuant to the provisions of this Agreement. Upon mutual agreement of the parties, this Agreement may be extended for an additional one-year period, ending June 30, 2015, and by mutual agreement, for an additional one-year period ending on June 30, 2016. Any mutually-agreed-upon extensions will be accomplished through amendment(s) to this Agreement.

### **3. SCOPE OF WORK**

City will assign to RT the number of Peace Officers requested by RT (“Police Officers”), plus 2 sergeants (“Sergeant”), 1 lieutenant and additional employees in other classifications requested by RT in writing (collectively, “City Employees”) during the term of this Agreement. City Employees will be selected by RT and approved by City. City must assign 15 line level Police Officers, 2 Sergeants and 1 Lieutenant during the term of this Agreement. The Police Officers selected by RT will be assigned by City to RT for the term of this Agreement.

During the term of this Agreement, RT may submit a written request to City for assignment of more than the minimum number of line level Police Officers and may also request the assignment of employees in other classifications (“Additional City Employees”). The other classifications of City Employees that may be assigned to RT include Dispatchers, Reserve Officers, Student Trainees, Community Service Officers (CSO), Cadets and K-9 Officers (Exhibit B). Changes to the number or classification of City Employees assigned under this Agreement will be made in the manner set forth in Article 12 of this Agreement. City will use its best efforts to satisfy RT’s request for Additional City Employees, including additional Police Officers, subject to City’s discretion in meeting its own staffing and public safety concerns. Any proposed assignment of additional personnel will require an amendment to this Agreement to increase the total consideration and such amendment must be effective prior to the effective date of the assignment.

City may provide staff to monitor the Video Control Center at RT using the Volunteers in Police Service (VIPS) program, at the request of RT. The VIPS assigned to RT’s Video Control Center are no expense to City; their labor costs will not be charged to RT and, consequently, the assignment of VIPS will not require an amendment to this Agreement.. In all other respects, the VIPS volunteers will be treated as City Employees for purposes of this agreement, including but not limited to the indemnity provisions set out in Article 18.

The Police Officers and Sergeants assigned to RT must (1) provide foot patrol and vehicle security protection services for RT passengers and employees, including, but not limited to, patrolling within RT light rail vehicles, at all RT light rail stations including the K Street Mall from 7<sup>th</sup> Street to 12<sup>th</sup> Street, within RT buses and at RT bus stops; (2) issue citations for fare evasion and issue citations or make arrests for other crimes; (3) write reports as directed by RT and other related duties; and (4) assist RT in supervising the towing of vehicles parked within RT’s light rail rights-of-way, at RT bus stops, or at RT light rail park-and-ride facilities pursuant to City ordinances and provisions of the California Vehicle Code, including §22651.3 (Removal of vehicles from off-street public parking facilities), §22652 (Spaces marked for disabled persons), §22654 (Authorized moving of a vehicle), and §22656 (Removal from railroad right of way/light rail system). City may not include peace officers assigned to RT in its dispatching sequence of assignments, nor are Police Officers to be dispatched on, or be responsible for any patrol calls, including calls for RT-related incidents. Notwithstanding the foregoing, the Police Officers and Sergeants may pursue a criminal suspect if they witness a crime in progress.

The Sergeants have direct control and responsibility for supervising Police Officers and County Sheriff’s deputies assigned to RT. The Sergeants, at RT’s request, may also assist and advise RT with respect to public safety and protection issues. The Sergeants will coordinate with City Police Department and, if applicable, other law enforcement agencies, regarding the investigation of crimes committed at RT facilities or in RT vehicles and may conduct investigations as requested by RT. The Sergeants will process complaints regarding the Police Officers assigned to RT in accordance with RT’s policies and the policies of City Police Department. RT may reasonably request that new Sergeants be assigned. City may not remove a Sergeant from the RT assignment or assign a new Sergeant without RT’s consent.

#### **4. POLICE OFFICER ASSIGNMENTS**

The Police Officers assigned to RT must be on-duty peace officers selected by RT. All selected City Employees, including Police Officers, must successfully complete an RT orientation and training program before their assignment to RT becomes permanent. RT reserves the right to have City reassign any individual City Employee determined by RT, in its discretion as unsuitable for RT assignment. City also reserves the right to reassign any City Employee that City determines is unsuitable for the RT assignment, if City assigns a substitute City Employee selected by RT. City retains the full responsibility and authority to direct and control the activities of City Employees and supervise and discipline City Employees in accordance with the then-current version of the collective bargaining agreement between City and the Sacramento Police Officers Association (the "Collective Bargaining Agreement").

City retains the right to approve requests for sick leave, vacation or other absences. If a City Employee will be on approved sick or parental leave absence for a period of longer than two consecutive weeks, or on an approved vacation or leave of absence for a period of longer than two consecutive weeks, City must assign another City Employee, subject to RT's approval and successful completion of RT's orientation and training program.

#### **5. LIEUTENANT**

As part of the minimum staffing required under this Agreement, City must provide an employee of City Police Department with the rank of lieutenant to serve as a supervisor to City and County peace officers providing services to RT ("Lieutenant"). City must compile a list of qualified individuals from City Police Department at a rank of lieutenant, to serve as Lieutenant under this Agreement. City must assign the RT-selected individual as Lieutenant.

The Lieutenant has direct control and responsibility for directing the Sergeants. The Lieutenant may undertake some or all of the duties of the Sergeants and other duties as agreed upon by the Parties.

RT may reasonably request that a new Lieutenant be assigned. City may not remove a Lieutenant from the RT assignment or assign a new Lieutenant without RT's consent.

#### **6. PLACE, TIME AND HOUR OF ASSIGNMENT**

The Police Officers assigned to RT must report to the Sergeants or Lieutenant, as the case may be, located at RT's administrative building at 1400 29<sup>th</sup> Street, Sacramento, California. The schedule for Police Officers assigned to RT will be designated by the Sergeants or Lieutenant, as the case may be, in consultation with RT Chief Operating Officer. The Police Officers' work schedules will be subject to the restrictions of the Collective Bargaining Agreement. RT and City agree that overtime will be allocated equitably among City Employees and County Sheriff's Deputies. RT may direct City Employees and County Sheriff's Deputies to work overtime during any given week, subject to the relevant provisions of the respective Collective Bargaining Agreements, Fair Labor Standards Act, or policy, as applicable.

#### **7. FACILITIES AND EQUIPMENT**

Except as otherwise provided in this Agreement, City must furnish all equipment that may be required to support City Employees assigned to RT under this Agreement. The Parties acknowledge that City Employees have provided service to RT under prior agreements and that they will continue to use equipment purchased by RT under the prior agreements.

RT, at its sole cost and expense, will purchase and equip vehicles for the Police Officers and Sergeants, which must be equipped and maintained pursuant to City standards and policies. In addition, if the duties of the Lieutenant require a vehicle, RT will furnish a suitable vehicle for such duties.

RT must pay for the maintenance and repairs for the vehicles provided to City Employees. Notwithstanding the indemnity and insurance provisions set forth in Articles 17 and 19 respectively, of this Agreement, RT, at its sole cost, will maintain, repair or replace vehicles damaged during the term of this Agreement irrespective of the fault of the operator of the vehicle.

## **8. TRAINING**

City represents and warrants to RT that all City Employees assigned to RT have undergone proper training and that City Employees have all required licenses, permits, and approvals legally required to provide police services for RT.

## **9. ADHERENCE TO RT RULES**

At all times during the performance of this Agreement, City Employees must strictly adhere to and obey all of RT's rules and regulations pertaining to RT operations, unless otherwise authorized by RT's Chief Operating Officer or unless such rules and regulations directly conflict with City policies or the Collective Bargaining Agreement.

## **10. CITY/COUNTY JURISDICTION**

City of Sacramento must arrange for any jurisdictional agreements necessary to effectuate this Agreement, including City police officer law enforcement within the municipal boundaries of the voting entities as defined under Public Utilities Code Section 102027. As of the Effective Date, the County of Sacramento, and the following cities are voting entities: Citrus Heights, Elk Grove, Folsom, Rancho Cordova and Sacramento.

## **11. RATES OF PAY**

RT will reimburse and pay City for the services provided under this Agreement pursuant to the direct and indirect salary expenses for each City Employee assigned to RT, at the rates set forth in Exhibit A and B. The rates set forth in Exhibit A are based on the annualized costs of full-time, on-duty officers, sergeants and lieutenants, and are subject to annual adjustments in accordance with future changes, if any, to the provisions of applicable collective bargaining agreements, Fair Labor Standards Act, the Public Employees Retirement System, and other applicable laws and policies. The salary rate RT reimburses and pays to City, includes the total straight time costs for sick leave, vacation, and holiday periods. City's indirect rate includes the cost of health insurance and other employee benefits.

RT will pay overtime at the hourly rates set forth in Exhibit A and B. Said overtime rates are set at one and one-half times the straight-time direct hourly rate, plus Medicare, unemployment and workers' compensation costs. The overtime costs for police services are based on the number of overtime hours actually worked by the Sergeants and Police Officers. The Lieutenant is a salaried, exempt management position and pursuant to Fair Labor Standards Act does not receive overtime. RT will not be charged for overtime for the Lieutenant. If RT requests the assignment of additional City Employees, expenses will be reimbursed at the salary rates set forth in Exhibit B.

The direct, indirect, total annual rates and uniform expenses may be adjusted once per year based on changes to City's actual costs after City provides written notice of the adjustments to such costs and setting the revised rates and charges.

## **12. TOTAL CONSIDERATION**

The maximum consideration payable to City under this Agreement may not exceed a total of \$13,612,381.

If the term of this Agreement spans more than one RT fiscal year (beginning July 1 and ending the following June 30), the parties agree that if RT does not budget sufficient funds for the services provided hereunder for any RT fiscal year beginning after the Effective Date, then RT may terminate this Agreement effective upon giving written notice of termination to City as provided in Section 24. In that event, RT will not be obligated to pay any funds whatsoever to City or to furnish any other consideration under this Agreement for services performed by City after the effective date of termination, and City will be not obligated to perform law enforcement services under this Agreement after its termination. If the amount budgeted for this Agreement is reduced in any RT fiscal year beginning after the Effective Date, RT has the option to either terminate this Agreement as provided above or to offer an amendment to City to reflect the reduced amount.

## **13. RT REQUESTED CHANGES**

RT's General Manager/CEO or designee may, in writing, authorize a decrease in the level of services described in this Agreement when RT deems such a change to be necessary due to budget constraints. RT's General Manager/CEO or designee may, in writing, authorize the addition of positions and/or new job classifications and positions identified in Exhibit A and B to be assigned to RT for law enforcement purposes for special RT events or otherwise; such assignments must be approved by written amendment to this Agreement. RT will pay City for all work performed by City pursuant to the terms and conditions of the Agreement.

## **14. CITY REQUESTED CHANGES**

City will not be compensated for work outside the Scope of Services described in this Agreement, unless, prior to the commencement of such services:

- A. City notifies RT in writing that it believes a change to the Scope of Services is necessary. Such notice will explain the circumstances giving rise to such belief and will set forth a proposed course of action, including a breakdown of any proposed adjustment in compensation resulting therefrom; and
- B. RT approves the additional services as being outside the Scope of Services and the amount of compensation; and
- C. The parties execute an amendment describing the additional service and compensation therefor.

## **15. METHOD OF PAYMENT**

City must invoice RT on a monthly basis for the services of each Police Officer, Sergeant, Lieutenant and any other City Employee assigned to RT, and include No. 4500036682 on each invoice, in accordance with the terms of this Agreement. Invoices for police services will be sent to RT at the following address:

Sacramento Regional Transit District  
ATTN: Police Services  
PO Box 2110  
Sacramento, CA 95812

Payment of each approved invoice will be made by RT within 30 calendar days after receipt of an invoice. All invoices and payments will be made in arrears. If RT disputes any item on an invoice for reasonable cause, RT may deduct that disputed item from the payment, but may not delay payment for the undisputed portions. The amounts and reasons for such deductions will be documented to City within 30 calendar days after receipt of invoice by RT. RT will assign a sequential reference number to each deduction. Within 15 days after the date RT submits documentation of any deduction taken, the Parties will meet and confer in a good faith attempt to resolve the dispute over the invoice. Payments for City invoices will be mailed to:

City of Sacramento  
ATTN Revenue  
915 I Street  
Sacramento, CA 95814

City must comply with the reasonable requests of RT to permit RT, or its duly-authorized representative, to inspect all work, materials, payrolls and other data and records with regard to amounts set forth in the invoices issued by City.

Unless otherwise agreed, payment against invoices must be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable Party in the manner set forth in Section 26. Payment against invoices are deemed to be made in Sacramento, California whether or not payment is addressed to a different location or delivered in another manner.

## **16. INDEPENDENT CONTRACTOR**

In the performance of services under this Agreement, City Employees act as independent contractors and not as employees of RT. Nothing herein is to be construed or deemed to create the relationship of employer/employee or principal/agent between RT and the Police Officers, the Sergeants and Lieutenant assigned to this Agreement. Directions issued by RT to City Police Officers, the Sergeant and Lieutenant only relate to the objectives to be achieved and not the actual means to accomplish such objectives. City assumes all responsibility for federal and state income tax withholding for their employees, including but not limited to the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI) and, if applicable, State Disability Insurance (SDI), and any other deductions from income that City is required to make as the employer of City Employees. City hereby agrees to indemnify and hold RT, its officers and employees harmless from any and all claims that may be made against RT based upon any contention by any employee of City or by any third-party, including, but not limited to any state or federal agency, that an employer-employee relationship, or a substitute therefor, exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation set forth in Article 18 of this Agreement.

## **17. NO JOINT VENTURE**

This Agreement does not create a joint venture, partnership, or any other relationship of association among the Parties.

Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, each party hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, assumes the full liability imposed upon it (or any of its elected board, authorized agents, directors, officers, representatives or employees by law) for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies the other party as set forth in Article 18.

## **18. INDEMNITY**

RT assumes the responsibility and liability for and RT must indemnify, defend, and hold harmless City and its agents, officers and employees, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by City or their agents, officers or employees by reason of damage, loss or injury (including death) or any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of RT or any of its agents, officers or employees in its or their actions related to the performance of services by City hereunder.

City assumes the responsibility and liability for and City must indemnify, defend and hold harmless RT and its agents, officers, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in asserted against, incurred or suffered by RT or its agents, officers or employees by reason of damage, loss or injury (including death) or any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of City or any of its agents, officers or employees in its or their performance of services under this Agreement.

The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including instances where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of City or RT, or any of their agents, officers or employees in its or their performance hereunder.

It is the intent of the Parties that where negligence is determined to have been contributory as to any liability, claim, loss, damage, charge or expense, principles of comparative negligence will be followed and each Party bears the proportionate cost of any liability, claim, loss, damage, charge and expense attributable to that Party's negligence. In no event will City or RT be obligated to indemnify or defend the other Party for such liability claim, loss, damage, charge or expense attributable to the other Party's negligence.

The Parties will establish procedures to notify the other Party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The Parties must cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement establishes a standard of care for, or create any legal rights in, any person not a party to this Agreement.

The foregoing requirements are not intended to and do not in any manner limit or qualify the liabilities and obligations otherwise assumed by City pursuant to this Agreement, including,

without limitation, the provisions concerning responsibility for vehicle maintenance, repair and replacement of vehicles and the provisions concerning insurance under Articles 7, and 20, respectively, of this Agreement.

In addition to any other remedy authorized by law, RT is entitled to, but not required to retain against so much of the money due City under this Agreement, amounts deemed by RT, in good faith and upon reasonable factual and legal basis, to be due from City for claims to be indemnified by City under this Agreement. RT's duty of good faith includes the requirement that every effort be made to accomplish the retention by way of a written agreement between the Parties. Any retention of money due City terminates upon disposition of any claim for damage giving rise to City's indemnification. Upon such disposition, the retained money will be either paid to City pursuant to the terms of this Agreement or will offset amounts owed by RT to City under this Agreement, as the case may be.

## **19. WORKER'S COMPENSATION**

RT's responsibility for compensation under this Agreement is limited to the rates of compensation as set forth in Exhibit A and B, and RT is not responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit that is based upon the relationship of employer and employee.

City may not subrogate against RT for any workers' compensation benefits paid by City or its insurer to any City Employee assigned to RT pursuant to this Agreement, even if the claim arises from an injury that occurs while City Employee is performing his/her work-related duties assigned under this Agreement.

RT may not subrogate against City for any workers' compensation benefits paid by RT or its insurer to any RT Employee assigned to City pursuant to this Agreement, even if the claim arises from an injury that occurs while the RT Employee is performing his/her work-related duties assigned under this Agreement.

## **20. INSURANCE**

City and RT, at each party's sole cost and expense and for the full term of this Agreement or any renewal thereof, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Agreement. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. At either party's request, the other party must provide an affidavit of self-insurance, if any.

### **A. Comprehensive General Liability**

A policy with a minimum limit of not less than \$5,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

### **B. Workers' Compensation and Employers' Liability**

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of City as applicable:

- 1) This policy must provide coverage for Workers' Compensation (Coverage A)
- 2) This policy must also provide coverage of \$100,000 Employers' Liability (Coverage B)

- 3) The Workers' Compensation and Employers' Liability policy must be endorsed to waive the insurer's right to subrogation.

C. Comprehensive Business Auto

A policy with a minimum limit of not less than \$5,000,000 combined single limit for bodily injury and property damage, providing at least all of the following coverages (without deductibles):

- 1) Coverages must be applicable to any and all leased, owned, hired, or non-owned vehicles used by the insured party in pursuit of any of the activities associated with this Agreement. Nothing in this insurance requirement rates RT's obligation to maintain, repair and replace vehicles used by City under this Agreement.

D. Endorsements

All of the following endorsements are required to be made a part of each of City's above-required policies as stipulated below.

- 1) "Sacramento Regional Transit District (herein referred to as RT), its employees, officers, agents, and contractors are hereby added as additional insured."
- 2) "This policy must be primary insurance as respects any other valid and collective insurance RT may possess, including any self-insured retention RT may have, and any other insurance RT does possess is considered excess insurance only."
- 3) "This insurance must act for each insured, and the additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
- 4) "Thirty (30) days' prior written notice of cancellation must be given to RT in the event of cancellation."

Such notice must be sent to:

Sacramento Regional Transit District  
Senior Analyst, Risk  
PO Box 2110  
Sacramento, CA 95812-2110

- 5) Endorsement No. 4 (30 days' notice) listed above is the only endorsement required to be made a part of the Workers' Compensation and Employers' Liability policy.

All of the following endorsements are required to be made a part of each of RT's above-required policies as stipulated below:

- 6) "City of Sacramento (herein referred to as CITY), its employees, officers, agents and contractors are hereby added as additional insured."
- 7) "This policy must be primary insurance as respects any other valid and collectible insurance CITY may possess, including any self-insured retention CITY may have, and any other insurance CITY does possess is considered excess insurance only."
- 8) "This insurance must act for each insured, and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of liability of the insuring company."
- 9) "Thirty (30) days' prior written notice of cancellation must be given to CITY in the event of cancellation."

Such notice must be sent to:

Patrick Flaherty, Risk Manager  
City of Sacramento  
915 I Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814-2604

10) Endorsement No. 4 (30 days' notice) listed above is the only endorsement required to be made a part of the Workers' Compensation and Employers' Liability policy.

E. Proof of Coverage

Copies of all the required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE which must be provided by City's insurance company as evidence of the stipulated coverages. This Proof of Insurance, along with a cover letter that clearly identifies this Agreement, entitled "Agreement for Peace Officer Assignment," must then be mailed to:

Sacramento Regional Transit District  
Senior Analyst, Risk  
PO Box 2110  
Sacramento, CA 95812-2110

Copies of the required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE which must be provided by RT's insurance company as evidence of the stipulated coverages. This Proof of Insurance, along with a cover letter that clearly identifies this Agreement, entitled "Agreement for Peace Officer Assignment," must then be mailed to:

Patrick Flaherty, Risk Manager  
City of Sacramento  
915 I Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814-2604  
PH: (916) 808-8587

F. Special Provisions

- 1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by both RT and City, and any approval of said insurance by City Council, CITY, RT Board or RT, or either Party's insurance consultant(s) are not intended to and does not in any manner limit or qualify the liabilities and obligations otherwise assumed by City and RT pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- 2) RT reserves the right to withhold payments to City in the event of material noncompliance with the insurance requirements outlined above.

**21. HEALTH AND SAFETY**

City must comply with all applicable Federal, state and local requirements pertaining to health and safety protection of City Employees, as applicable, including requirements applicable to an Injury and Illness Protection Plan and a program to communicate with City Employees, as applicable, regarding the significant hazards of work to be performed by such officers under this Agreement. City must submit to RT, within a reasonable time, any documents relating to the health and safety protections provided by City for City Employees if reasonably requested in writing by RT.

## **22. CANCELLATION FOR BREACH**

If City or RT fails to substantially perform its obligations in accordance with the provisions of this Agreement, the non-breaching Party has the right to cancel this Agreement after providing an opportunity to cure as set out in Article 23. In the event of such cancellation, City will be paid for its services performed prior to the effective date of the cancellation, as well as other costs which may accrue under this Agreement prior to the effective date of cancellation. The foregoing notwithstanding, none of the Parties waives their right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate one Party for all detriment proximately caused by the other Party's failure to perform its obligations hereunder or which in the ordinary course of things would be like to result therefrom. If RT cancels this Agreement based upon City's breach and it is subsequently determined that City did not fail to substantially perform its obligations in accordance with this Agreement, then the cancellation by RT will be deemed and treated as termination for convenience.

## **23. OPPORTUNITY TO CURE**

Either party may cancel this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that (a) the defaulting party has received Notice of Default containing a reasonably complete description of the default and (b) the defaulting party has failed to cure the default within 15 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 15-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

## **24. TERMINATION**

Either Party may terminate this Agreement for its convenience upon giving written notice to the other Party not less than 90 calendar days prior to the effective date of termination specified in the notice.

## **25. FTA FEDERAL GRANT CONDITIONS**

This Agreement may be subject to a financial assistance grant(s) between RT and the United States Department of Transportation, Federal Transit Administration ("FTA"). The Parties must comply with all terms and conditions of the FTA grant(s). The Parties will amend this Agreement as required by FTA to ensure such compliance. If such changes cause an increase or decrease in the work to be performed by City, then the compensation to be paid to City will be equitably adjusted.

## **26. NOTICES**

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom the notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time by time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO RT: Sacramento Regional Transit District  
Attn: Mark Lonergan, Chief Operating Officer  
PO Box 2110  
Sacramento, CA 95812-2110  
Phone: (916) 556-0450  
Fax: (916) 444-2156

TO CITY: Sacramento Police Department  
Fiscal Operations  
Attn: Scott Pettingell, Administrative Officer  
5770 Freeport Blvd. #100  
Sacramento, CA 95822  
Phone: (916) 808-0909  
Fax: (916) 433-0860

**27. THIRD PARTY OBLIGATIONS**

City is solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement, if any. City must pay directly such third parties for all amounts due under said contracts. City must use its best efforts to prevent any loss to RT from the failure of proper performance of any third party. RT's only obligation with respect to such third parties is limited by reimbursement to City for those expenses for which RT is obligated to reimburse by virtue of the terms of this Agreement. City must indemnify, defend, and hold RT harmless from any and all claims and liabilities arising from any such contract with a third party.

**28. NON-WAIVER**

Waiver of any breach or default hereunder does not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**29. MODIFICATIONS**

No waiver, alteration, modification or termination of this Agreement is valid unless made in writing and signed by the authorized representatives of the Parties hereof.

**30. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together constitutes but one and the same instrument.

**31. CAPTIONS**

The headings or captions to the Articles of this Agreement are not a part of this Agreement and have no effect upon the construction or interpretation of any part thereof.

**32. SEVERABILITY**

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in full force and effect.

**33. AMBIGUITIES**

The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity is presumed to be construed against either Party.

**34. INTERPRETATION OF AGREEMENT**

By entering into this Agreement, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules and regulations, then the applicable provisions of such collective bargaining or other labor agreements, and of such policies, rules and regulations and will take precedence for purposes of the construction and interpretation of this Agreement.

**35. SUCCESSORS AND ASSIGNS**

All rights of each Party under this Agreement inures to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this Agreement by each Party will bind the successors in interest and assigns of each Party.

**36. GOVERNING LAW**

The interpretation of enforcement of this Agreement is governed by the laws of the State of California, the state in which this Agreement is signed. The Parties agree to submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

**37. INTEGRATION**

This Agreement embodies the entire agreement of the Parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the Parties.

**38. PERSONNEL AND OTHER CONFIDENTIAL RECORDS**

RT acknowledges that City Employees are subject to the California Public Safety Officers Bill of Rights (Government Code sections 3300, et seq.) RT may not take any action that may lead to punitive action against City Employees, but may address its concerns to City for handling consistent with the Public Safety Officers Bill of Rights.

Personnel records, including records concerning the performance of City Employees, together with complaints made against City Employees, are confidential pursuant to California Penal Code section 832.7 and Evidence Code sections 1043 and 1946, and RT may not disclose such records. Any request for disclosure of such records will be treated as a request for disclosure of confidential records pursuant to the following paragraph.

Neither Party may disclose records received from the other Party that have been designated as confidential. In the event that a Party receives a request for disclosure of confidential records pertaining to the other Party, whether such request is made under the California Public Records Act, a duly-issued subpoena, or otherwise, that Party in receipt of the request must tender the same to the other Party, which will be responsible for addressing that request, including the assertion of any claim of confidentiality. The Party asserting its claim of confidentiality must

hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

**39. CLAIMS**

If the Parties are unable to resolve a dispute arising under this Agreement, any dispute or potential claim that City wants to pursue that has not been settled must be submitted to RT pursuant to the procedures set forth in Government Code Section 901 *et seq.*

**40. AUTHORITY**

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of this respective Parties, and to bind said Parties to the terms thereof. This Agreement is subject to the approval by each Party's governing body.

**41. EXHIBITS**

All exhibits referenced in this Agreement and attached hereto are incorporated herein by this reference.

**42. SURVIVAL**

The obligations that either party is required to perform during the term of this Agreement under Articles 16 (Independent Contractor), 17 (No Joint Venture), 18 (Indemnity), 20 (Insurance), and 27 (Third Party Obligations) will survive the expiration or other termination of this Agreement to the extent that those obligations remain unperformed as of the expiration or termination of this Agreement.

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**WHEREFORE**, the Parties have entered into this Agreement on the day and year first hereinabove appearing.

**CITY OF SACRAMENTO,**  
a municipal corporation

By: \_\_\_\_\_

Attest

\_\_\_\_\_  
CITY CLERK

Approved as to Form

\_\_\_\_\_  
Senior Deputy City Attorney

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

By: \_\_\_\_\_  
DON NOTTOLI, Chair

By: \_\_\_\_\_  
MICHAEL R. WILEY  
General Manager/CEO

Approved as to Content:

By: \_\_\_\_\_  
MARK LONERGAN  
Chief Operating Officer

Approved as to Funding

By: \_\_\_\_\_  
DEE BROOKSHIRE  
Chief Financial Officer

Approved as to Form:

By: \_\_\_\_\_  
BRUCE A. BEHRENS  
Chief Legal Counsel

**REGIONAL TRANSIT AGREEMENT FOR POLICE SERVICES:  
FISCAL YEAR ANNUAL RATES<sup>1</sup>**

Salary & Full Benefits	1 FTE Annual Cost <sup>2</sup>	Year 1: 2011 – 2012		Year 2: 2012 – 2013		Year 3: 2013 – 2014	Extension 1: 2014 – 2015	Extension 2: 2015 – 2016
		Jul – Dec	Jan – Jun	Jul – Dec	Jan - Jun	Jul – Jun	Jul – Jun	Jul - Jun
Lieutenant (1)	\$202,516	\$101,258	\$101,258	\$101,258	\$101,258	\$202,516	\$202,516	\$202,516
Sergeant (2)	\$165,422	\$165,422	\$167,077	\$168,747	\$168,747	\$347,620	\$347,620	\$347,620
Officer (15)	\$125,675	\$942,552	\$951,978	\$985,297	\$985,297	\$2,029,711	\$2,029,711	\$2,029,711
<b>Estimated Overtime Costs<sup>3</sup></b>								
Sergeants (400 Hours)		\$16,172	\$16,334	\$16,905	\$16,905	\$34,825	\$34,825	\$34,825
Officers (2100 Hours)		\$64,985	\$65,634	\$67,932	\$67,932	\$139,939	\$139,939	\$139,939
<b>Uniform Allowance (18)<sup>4</sup></b>	\$840	\$7,560	\$7,560	\$7,560	\$7,560	\$15,120	\$15,120	\$15,120
<b>Agreement / Fiscal Year Total</b>	<b>\$13,612,381</b>		<b>\$2,607,790</b>		<b>\$2,695,398</b>	<b>\$2,769,731</b>	<b>\$2,769,731</b>	<b>\$2,769,731</b>
<b>Hourly Rates<sup>5</sup></b>								
Lieutenant	\$97.36	\$97.36	\$97.36	\$97.36	\$97.36	\$97.36	\$97.36	\$97.36
Sergeant	\$79.53	\$79.53	\$80.33	\$81.13	\$81.13	\$85.65	\$85.65	\$85.65
Officer	\$60.42	\$60.42	\$61.02	\$63.13	\$63.13	\$65.05	\$65.05	\$65.05
<b>Overtime Hourly Rates<sup>6</sup></b>								
Sergeant	\$80.86	\$80.86	\$81.67	\$84.53	\$84.53	\$87.06	\$87.06	\$87.06
Officer	\$61.89	\$61.89	\$62.51	\$64.70	\$64.70	\$66.64	\$66.64	\$66.64
<b>Scheduled Salary Adjustments<sup>7</sup></b>			1%	3.5%		3%		

<sup>1</sup> Contract rates may be adjusted on a year-for-year basis to reflect any changes to Collective Bargaining Agreements and/or any other changes to SPD’s direct/indirect costs

<sup>2</sup> Annual costs are based on 2080 working hours per Fiscal Year; All costs are rounded to the nearest dollar

<sup>3</sup> Overtime estimates are based on OT hours billed in FY2010

<sup>4</sup> Sworn staff are given an allowance of \$70 per month toward their uniform costs

<sup>5</sup> Hourly Rates include the both City’s direct costs and indirect costs

<sup>6</sup> Overtime is calculated as straight time multiplied by one and one-half percent plus associated benefits

<sup>7</sup> Scheduled salary adjustments are derived from City’s Agreement with the Sacramento Police Officers Association, which expires at the end of FY2013; Effective FY2014, per City’s Agreement with the Sacramento Police Officers Association, any officer not at the top step of his/her salary range will be advanced to the salary step he/she would have been on had his/her salary not been suspended

**REGIONAL TRANSIT AGREEMENT FOR POLICE SERVICES  
RATES FOR ADDITIONAL CITY EMPLOYEES**

	Year 1: 2011 – 2012		Year 2: 2012 – 2013		Year 3: 2013 – 2014	Extension 1: 2014 – 2015	Extension 2: 2015 – 2016	
	Jul – Dec	Jan – Jun	Jul – Dec	Jan – Jun	Jul – Jun	Jul – Jun	Jul – Jun	
<b>Hourly Rates</b>								
K9 Officer	\$60.42	\$60.42	\$61.02	\$61.63	\$61.63	\$65.07	\$65.07	\$65.07
Reserve Officer	\$35.60	\$35.60	\$35.60	\$35.60	\$35.60	\$35.60	\$35.60	\$35.60
Community Service Officer (CSO)	\$44.73	\$44.73	\$45.17	\$46.75	\$46.75	\$48.16	\$48.16	\$48.16
Dispatcher II	\$53.81	\$53.81	\$54.35	\$56.25	\$56.25	\$57.93	\$57.93	\$57.93
Police Cadet	\$27.08	\$27.08	\$27.08	\$27.08	\$27.08	\$27.08	\$27.08	\$27.08
Student Trainee	\$15.26	\$15.26	\$15.26	\$15.26	\$15.26	\$15.26	\$15.26	\$15.26
<b>Overtime Hourly Rates</b>								
K9 Officer	\$61.89	\$61.89	\$62.51	\$64.70	\$64.70	\$66.64	\$66.64	\$66.64
Reserve Officer	\$53.40	\$53.40	\$53.40	\$53.40	\$53.40	\$53.0	\$53.40	\$53.40
Community Service Officer (CSO)	\$49.00	\$49.00	\$49.49	\$51.23	\$51.23	\$52.76	\$52.76	\$52.76
Dispatcher II	\$60.93	\$60.93	\$61.54	\$63.69	\$63.69	\$65.60	\$65.50	\$65.60
Police Cadet	\$40.62	\$40.62	\$40.62	\$40.62	\$40.62	\$40.62	\$40.62	\$40.62
Student Trainee	\$22.90	\$22.90	\$22.90	\$22.90	\$22.90	\$22.90	\$22.90	\$22.90
<b>Scheduled Salary Adjustments:</b>			1%	3.5%	3%			
<i>K9 Officer, CSO and Dispatcher II only</i>								