



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 5/8/2012

Report Type: Consent

Title: Supplemental Agreement: Police Services

Report ID: 2012-00400

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a Supplemental Agreement No. 1 to City Agreement 2011-0733 with the Sacramento Regional Transit District to provide police services in the amount of \$384,960, for a new total not to exceed the amount of \$13,997,361.

Contact: Katherine Lester, A/Captain, Contract Services, (916) 808-0800, Police Department

Presenter: None

Department: Police

Division: Operations Administration

Dept ID: 11001111

Attachments:

- 1- Description/Analysis
- 2 - Resolution
- 3 - Exhibit A-Sacramento Regional Transit District

City Attorney Review

Approved as to Form
David Womack
5/2/2012 4:05:30 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
4/25/2012 9:17:36 AM

Approvals/Acknowledgements

Department Director or Designee: Rick Braziel - 5/1/2012 3:09:15 PM



Description/Analysis

Issue: On June 14, 2011, the City Council approved Resolution # 2011-350 authorizing Agreement # 2011-0733 with Sacramento Regional Transit to provide police services including patrols within light rail vehicles, light rail stations, Regional Transit buses and bus stops. Sacramento Regional Transit has since been awarded a federal grant and wishes to use part of its grant award to reimburse the Sacramento Police Department for additional overtime costs for anti-terrorism patrols by amending the current agreement by \$384,980 for a total not-to-exceed amount of \$13,997,361. These patrols will enhance Regional Transit's ability to detect, counter and respond to threats and acts of threats of terrorism against the transit system through the creation of anti-terrorism patrols dedicated to patrolling the system in a random manner to detect, deter and counter terrorist surveillance or actions. The patrols will be comprised of Sacramento Police Department Officers and Sacramento Sheriff's Deputies. Both agencies maintain a partnership for staffing the Regional Transit Police Services under a contract with SRT.

Policy Considerations: This supplemental agreement will continue an ongoing partnership between SRT and the Police Department to provide public transportation security. Sacramento City Code Chapter 3.62 also requires City Council approval to execute any single supplemental agreement resulting in an increase of \$100,000 or more. Furthermore, Resolution #2011-391 requires City Council approval to increase an Externally Funded Project (EFP) budget by \$100,000 or more.

Environmental Considerations:

California Environmental Quality Act (CEQA): Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA). CEQA Guidelines, Sections 15061(b)(3) and 15378(b)(2).

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: Sacramento Regional Transit 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. Regional Transit understands the constraints and limitations that are placed upon local agencies and often times will only call upon law enforcement to address the most serious, in-progress incidents. The purpose of contracting for supplemental peace officer services is to address those issues that are important for the public safety of Regional Transit's patrons. The Police Department has provided public transportation security services for Regional Transit since July 1, 1993.

Financial Considerations: Sacramento Regional Transit will pay for the additional overtime required to provide anti-terrorism patrols in its light rail vehicles and light rail stations under this supplemental agreement. The compensation structure in this supplemental 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

SUPPLEMENTAL AGREEMENT: SACRAMENTO REGIONAL TRANSIT PATROL FY2012 – FY2016

BACKGROUND

- A. On June 13, 2011, the City Council adopted Resolution #2011-350 authorizing Agreement #2011-0733 between the Sacramento Police Department and the Sacramento Regional Transit District where the Police Department provides police services including patrols within light rail vehicles, light rail stations, Regional Transit buses and bus stops. Since executing the agreement, Regional Transit received a federal grant and has requested to increase the agreement with the Police Department by \$384,980 for additional overtime costs related to anti-terrorism patrols for a total not-to-exceed amount of \$13,997,361.
- B. An amended agreement with Regional Transit has been negotiated. Regional Transit will reimburse the expenses associated with additional overtime costs during the remainder of the agreement (effective Fiscal Year 2012).

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

- Section 1. The City Manager, or the City Manager's designee, is authorized to execute the first supplemental agreement to City Agreement #2011-0733 between the Police Department and the Sacramento Regional Transit to increase the agreement not-to-exceed amount by \$384,980 for a total agreement not-to-exceed amount of \$13,997,361.
- Section 2. The City Manager, or the City Manager's designee, is authorized to increase the appropriate Externally Funded Program (#E11006000) revenue and expense budgets by \$384,980 to implement the supplemental agreement with Regional Transit.
- Section 3. The City Manager, or the City Manager's designee, is authorized to adjust the Regional Transit Externally Funded Program (#E11006000) revenue and expense budgets at the end of each Fiscal Year for the term of the agreement based on actual revenues received.



SUPPLEMENTAL AGREEMENT

Project Title and Job Number:
Purchase Order #:

Date:
Supplemental Agreement No.:

The City of Sacramento ("City") and _____ ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number _____, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased/decreased** by _____, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount: _____
 Net change by previous supplemental agreements: _____
 Not-to-exceed amount prior to this supplemental agreement: _____
Increase/decrease by this supplemental agreement: _____
 New not-to exceed amount including all supplemental agreements: _____

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk

Exhibit A – Scope of Work

Sacramento Regional Transit District (SRT) has been awarded a federal grant and wishes to use part of its grant award to reimburse the SPD for additional overtime costs for anti-terrorism patrols.

This project proposes to enhance the capability of SRT to detect, counter and respond to threats and acts of terrorism against the transit system. This will be accomplished by the creation of transit-dedicated police officers in uniformed teams that will patrol the light rail system in a random manner to detect, deter and counter any terrorist surveillance or actions. The creation of these units will allow Regional Transit Police Services (RTPS) to add another layer of human security to the District's existing security system which is comprised of a video system, physical barriers, and a dwindling human component due to budget cuts. The officer teams will be comprised of Sacramento Police Department Officers and Sacramento County Sheriff's Deputies working on an overtime basis. These patrols will be random and unpredictable. The vision for this project is to ensure that the SRT system is free from acts and threats of terrorism.

The Objectives necessary to obtain these goals are:

- Deploy additional Peace Officers throughout the system on Directed Anti-Terrorism Patrol to increase the human layer of the security plan.
- Deploy these personnel based on analysis of Threat and Vulnerability Assessments (TVA's).
- Deploy the Anti-Terrorism patrol personnel during the times and days of highest ridership, to minimize the threat of attack during times when the most damage would be done and to provide the most benefit to the largest numbers of riders for the funds spent.
- Educate and encourage local law enforcement officers to increase their patrols of the system by using them to supplement RTPS personnel on the Anti-Terrorism Patrols until RTPS staffing is increased.
- Integrate these additional Anti-Terrorism patrols with the existing security forces which include an explosive detection canine team, uniformed and undercover officers.
- Build public trust and confidence by having Directed Patrol Teams contact as many individuals riding the light rail system as possible.

The project funded by this investment will be a continuation of an existing partnership between the Sacramento Regional Transit District, the Sacramento Police Department and the Sacramento County Sheriff's Department. The project will use overtime law enforcement officers from both the Sacramento Police Department and the Sacramento County Sheriff's Department. Both agencies currently maintain a partnership that has existed for more than a decade, for staffing the Regional Transit Police Services under a contract with the SRTD. RTPS is the longest running joint unit between the City and County of Sacramento.

Exhibit B – Regional Transit – Salary Schedule FY2012-FY2016

**REGIONAL TRANSIT SUPPLEMENTAL AGREEMENT FOR POLICE SERVICES:
FISCAL YEAR ANNUAL RATES¹**

Salary & Full Benefits	1 FTE Annual Cost ²	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 – Dec	Jan – Jun	Jul – Jun
Lieutenant (1)	\$202,516	\$101,258	\$101,258	\$101,258	\$101,258	\$202,516	\$101,258	\$101,258	\$202,516
Sergeant (2)	\$165,422	\$165,422	\$167,077	\$168,747	\$168,747	\$347,620	\$173,810	\$173,810	\$347,620
Officer (15)	\$125,675	\$942,552	\$951,978	\$985,297	\$985,297	\$2,029,711	\$1,014,856	\$1,014,856	\$2,029,711
Estimated Overtime Costs³									
Sergeants		\$16,172	\$16,334	\$16,905	\$16,905	\$34,825	\$17,413	\$17,413	\$34,825
Officers		\$64,985	\$65,634	\$67,932	\$67,932	\$139,939	\$69,970	\$69,970	\$139,939
TSGP Anti-Terrorism Patrol OT ⁴ (Prog CD 11424)		\$0	\$34,998	\$69,996	\$69,996	\$139,993	\$69,996	\$0	\$0
Uniform Allowance (18)⁵	\$840	\$7,560	\$7,560	\$7,560	\$7,560	\$15,120	\$7,560	\$7,560	\$15,120
AGR / Fiscal Year Total	\$13,997,361		\$2,642,787		\$2,835,391	\$2,909,724		\$2,839,727	\$2,769,731
Hourly Rates⁶									
Lieutenant	\$97.36	\$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	\$83.56	\$83.56	\$83.56	\$83.56
Officer	\$60.42	\$60.42	\$61.02	\$63.13	\$63.13	\$65.02	\$65.02	\$65.02	\$65.02
Overtime Hourly Rates⁷									
Sergeant	\$80.86	\$80.86	\$81.67	\$84.53	\$84.53	\$87.06	\$87.06	\$87.06	\$87.06
Officer	\$61.89	\$61.89	\$62.51	\$64.70	\$64.70	\$66.64	\$66.64	\$66.64	\$66.64
Scheduled Salary Adjustments⁸									
			1%	3.5%		3%			

¹ 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 or indirect costs

² Annual costs are based on 2,080 working hours per Fiscal Year; All costs are rounded to the nearest dollar

³ Overtime estimates are based on OT hours billed in FY2010

⁴ The TSGP Overtime budget was added to the agreement via supplemental agreement #2011-0733-1.

⁵ Sworn staff are given an allowance of \$70 per month toward their uniform costs

⁶ Hourly rates include both the City's direct costs and indirect costs

⁷ Overtime is calculated as straight time multiplied by one and one-half plus associated benefits

⁸ Scheduled salary adjustments are derived from the 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