



## City of Sacramento City Council

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

**Meeting Date:** 6/26/2012

**Report Type:** Consent

**Title: Agreement: Sacramento Regional Threat Assessment Center Police Investigative Liaison**

**Report ID:** 2012-00564

**Location:** Citywide

**Recommendation:** Pass a Resolution authorizing the City Manager or City Manager's designee to:  
 1) Enter into a one-year agreement with the Sacramento County Sheriff's Department (SSD) for Regional Threat Assessment Center (RTAC) Liaison services for an amount not to exceed \$147,241;  
 2) Maintain the Police Department's staffing of one (1.00) full-time equivalent (FTE) police officer position for the RTAC Liaison Project; 3) Establish an externally funded program (EFP) for the RTAC Liaison Project (#E11005312); 4) Increase the necessary Police Department EFP expense and revenue budgets to implement the RTAC Liaison Project; and 5) Adjust revenue and expense budgets based on actual services provided to the SSD/RTAC at the end of the agreement.

**Contact:** Kevin Gardner, Captain, Operational Services, (916) 566-6565, Police Department.

**Presenter:** None

**Department:** Police

**Division:** Fiscal Operations

**Dept ID:** 11001021

### **Attachments:**

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- 1-Description/Analysis
- 2- Background
- 3- Resolution
- 4- Exhibit-Agreement

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### **City Attorney Review**

Approved as to Form  
 David Womack  
 6/19/2012 1:31:05 PM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
 Russell Fehr  
 6/11/2012 9:57:59 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Rick Braziel - 6/18/2012 3:29:53 PM



## Description/Analysis

**Issue:** The Regional Threat Assessment Center (RTAC) is a regional fusion center managed by the Sacramento County Sheriff's Department (SSD) and funded through grants awarded by the Department of Homeland Security (DHS). The Fusion Center is staffed with sworn and civilian personnel from multiple state, local, and federal agencies. The Sacramento Police Department (SPD) recommends that the City Council authorize a new one-year agreement, in an amount not to exceed \$174,241, with SSD to provide police investigative liaison services for the RTAC. In addition, SPD recommends that the City Council maintain staffing authority for one FTE police officer dedicated to the RTAC project, establish an Externally Funded Program (EFP) for the RTAC project, appropriate funding and adjust appropriations based on actual services provided to SSD/RTAC.

**Policy Considerations:** This recommendation is consistent with Sacramento City Code Section 3.56.090 and AP-4102 requiring City Council approval of agreements greater than \$100,000. In addition, City Council Resolution #2011-391, requires City Council approval to establish position authority, create EFPs, and appropriate funding in excess of \$100,000.

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to section 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

**Sustainability Considerations:** There are no sustainability considerations associated with this report.

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

**Rationale for Recommendation:** The police investigative liaison services will provide the RTAC with additional law enforcement expertise. The liaison will coordinate, facilitate, monitor and plan the daily investigative liaison operations for the fusion center. Additionally, the position will coordinate with the Federal Bureau of Investigation, the Department of Homeland Security, the United States Attorney, investigators in the region, and with other fusion centers. The liaison will be responsible for national security protection information and coordination of critical infrastructure protection.

**Financial Considerations:** Funding to maintain one (1.00) FTE police officer, including salary and benefits will be provided by SSD. There is not current or future impact to the General Fund or additional monetary requirement to the City. If funding is discontinued, the police officer position will be eliminated.

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



## **Background**

The Regional Threat Assessment Center (RTAC) is a regional, multi-agency Fusion Center that gathers, processes, analyzes and disseminates terrorism, homeland security and law enforcement information, and is funded by the Department of Homeland Security grants. It is designed to be a 24/7 Fusion Center that is analytically driven and supports law enforcement needs in all programs with an emphasis on terrorism intelligence. The RTAC disseminates developed information, provides analytical case support, trend analysis and provides tailored analytical products to end users. It is one of four RTACs in California and its domain mirrors the Sacramento Federal Bureau of Investigation Field Office Jurisdiction.

## RESOLUTION NO.

Adopted by the Sacramento City Council

### **Agreement: Sacramento Regional Threat Assessment Center (RTAC) Police Investigative Liaison**

- A. The RTAC is a regional, multi-agency Fusion Center that gathers, processes, analyzes, and disseminates terrorism, homeland security and law enforcement information, and is funded by the Department of Homeland Security grant program.
- B. On June 22, 2010, City Council approved Resolution #2010-371 and executed Agreement #2010-483 between the Sacramento Police Department (SPD) and the Sacramento County Sheriff's Department (SSD), which provided one (1.00) full-time equivalent (FTE) police officer to serve as the RTAC Investigative Liaison.
- C. The current agreement (#2010-483) is scheduled to expire June 30, 2012. The SSD has requested that a new agreement be executed between SPD and SSD to continue the services of the RTAC Investigative Liaison.

### **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 enter into a one-year agreement between the City of Sacramento and the Sacramento County Sheriff's Department (SSD) for RTAC Liaison services for an amount not to exceed \$147,241.
- Section 2. The City Manager, or the City Manager's designee, is authorized to maintain one (1.00) currently existed police officer FTE position. This position will be inactivated if funding is reduced or eliminated.
- Section 3. The City Manager, or the City Manager's designee, is authorized to establish an Externally Funded Program (#E11005312) for the RTAC Liaison Project.
- Section 4. The City Manager, or the City Manager's designee, is authorized to increase the necessary EFP expense and revenue budgets to implement the RTAC Liaison Project
- Section 5. The City Manager, or the City Manager's designee, is authorized to adjust revenue and expense budgets based on actual services rendered to SSD at the end of the agreement.



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Date: July 1, 2012  
Title: Standard Contractor Agreement  
Distribution: Sacramento Sheriff's Department/RTAC Grant Reporting  
Agreement Number: 07012012

1. This agreement is entered into between the Sacramento Sheriff's Department/Regional Threat Assessment Center and the Contractor listed below:

**Sacramento City Police Department, City of Sacramento**

2. The Term of this agreement is:

**July 1, 2012 through June 30, 2013**

3. The maximum amount of this Agreement is:

**Not to exceed \$147,241.00 for one year**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made part to the Agreement.

- Exhibit A- Budget Detail and Payment provisions**
- Exhibit B- Scope of Work**
- Exhibit C-Terms and Conditions**
- Exhibit D- Special Terms and Conditions and Duty Statement**

**Contractor**

Sacramento Police Department, City of Sacramento  
5770 Freeport Blvd Suite 100, Sacramento, CA 95822

John F. Shirey \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

**Sacramento Sheriff Department/RTAC Approving Authority**

Sacramento Sheriff Department  
711 G Street Sacramento, CA 95814

Scott R Jones, Sheriff \_\_\_\_\_ Date: \_\_\_\_\_

Sacramento Regional Threat Assessment Center  
3720 Dudley Blvd. McClellan, CA 95652

Tim Johnston, Director \_\_\_\_\_ Date: \_\_\_\_\_



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Exhibit A: Budget Cost Worksheet

A-1

EXHIBIT A  
BUDGET DETAILING AND PAYMENT PROVISIONS

1. Invoicing and Payment:

- a. The Sacramento RTAC agrees to compensate Contractor for the services of one Police Detective based on 100% of his/her time-base performing duties for the Sacramento RTAC. Based upon this, compensation will be according to the following rates:

Total Compensation (includes salary/benefits): Not to exceed \$147,241.00 for one year.

Said compensation shall be paid in accordance with the procedures set forth in paragraph 2 below.

- b. All approved travel and per diem expenses for the Police Detective will be paid by the Sacramento Sheriff/RTAC in accordance with the Sacramento County travel policy rates and regulations.

2. Payment Compensation:

- a. For services satisfactorily rendered and upon receipt and approval of invoices, The Sacramento Sheriff/RTAC agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein.
- b. Contractor is responsible for verification and certification of time and attendance of reimbursed employee.
- c. For travel and per diem expenses, the Police Detective shall submit to the Sacramento RTAC descriptive invoices within 5 days of return.
- d. The total cost of this agreement shall not exceed \$147,241.00 unless amended in writing and signed by both parties.
- e. Invoices shall include the agreement number and submitted to:

Sacramento Regional Threat Assessment Center  
3720 Dudley Ave. Sacramento CA. 95652



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3. Budget Contingency Clause

- a. It is mutually agreed upon that if the Sacramento RTAC determines, in its discretion, that the RTAC budget authority in the current year and/or any subsequent years covered under this Contract does not have sufficient funding the Sacramento RTAC can terminate this contract with proper cancellation. See Exhibit C: Terms and Conditions: Termination
- b. Costs associated with this Agreement shall be computed in accordance with State Administrative Manual sections '8752 and 8752.1'
- c. Nothing herein shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California



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Exhibit B: Scope of Work

This Inter-Jurisdictional Employee Exchange Agreement is made and entered into by and between the Sacramento Sheriff/RTAC, and the Sacramento Police Department, City of Sacramento, organized and existing under the laws of the State of California (hereafter the Contractor).

In consideration of the mutual promises set forth below, the Sacramento Sheriff/RTAC and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRATOR: Subject to the terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8, the Sacramento Sheriff/RTAC wishes to utilize the services of a Police Detective, an employee of the Contractor, in the capacity of Program Investigative Liaison, Law Enforcement in the Sacramento RTAC. The contractor in turn, desires to provide the services of a Police Detective to the RTAC, subject to terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8.
2. SCOPE OF SERVICES: Under the supervision of the RTAC Deputy Director, the assigned Sacramento Police Detective Investigative Liaison Law Enforcement duties shall include but are not limited to the stated responsibilities set in Exhibit D: Special Terms and Conditions/Duty Statement.
3. FNDINGS: In accordance with Government Code Section 19050.8 and relevant provisions of the California code of regulations, the RTAC has determined that the services of a Police Detective are beneficial to the RTAC and will provide the RTAC needed Law Enforcement and Liaison expertise to help coordinate within the Intelligence Fusion Center. Additionally, the RTAC and the Contractor have determined that this agreement describes the period, the duties, and conditions of services of a Police Detective and subject to the general terms and conditions as set forth within. This agreement provides for, or precedes, all rights and benefits to which a Deputy Sheriff On-Call as an employee of the contractor is otherwise entitled.



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Exhibit C: Terms and Conditions

**Terms and Conditions**

1. **TERMINATION:** The Sacramento Sheriff/RTAC and the contractor hereby agree as follows:
  - a. Contractor understands and agrees that the Police Detective, an employee of the Contractor, serve at the pleasure of the RTAC, and the RTAC can terminate this agreement for any reason whatsoever upon written notice to Contractor. In the event the RTAC shall give notice of termination, the Contractor shall immediately cease rendering services pursuant to this agreement, but shall be entitled to payment for the reasonable value of services prior to termination.
  - b. Contractor shall have the right to terminate this agreement at any time upon thirty (30) days written notice to the RTAC. In the event the Contractor shall give such notice of termination, the Contractor shall immediately cease rendering services as pursuant to this agreement, but shall be entitled to payment for the reasonable value of services prior to termination.
2. **ENTIRE AGREEMENT:** This Agreement contains the entire arrangement and understanding between the Sacramento Sheriff/RTAC and the Contractor and supersedes whatever oral or written understandings they may have had prior to the execution of this agreement.
3. **ENFORCEMENT OF AGREEMENT:** Any litigation arising out of or connected with this agreement shall be instituted and maintain in the Superior Court of California, County of Sacramento; and further, any such litigation, arbitration, or other legal proceedings which may arise between the Sacramento sheriff/RTAC and the Contractor, the prevailing party shall be entitled to recover its costs, including costs of arbitration, in reasonable attorney fees in addition to any other relief to which such party may be entitled.
4. **INDEMNITY:**
  - a. COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, and employees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City's officers, directors, agents, or employees. CONTRACTOR shall defend, indemnify, and hold harmless County its officers, directors, agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR, its officers, directors, agents and employees.

It is the intention of COUNTY and Contractor that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents and employees. It is also the intention of COUNTY and Contractor that, where fault is determined to have been contributory,



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- principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents and employees. The provisions of this indemnity shall survive termination or expiration of the Agreement.
- b. Insurance Policies; Intellectual Property Claims: The existence or acceptance by COUNTY of any of the insurance policies or coverage's described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder.
5. INSURANCE REQUIREMENTS: During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 5.
- a. Each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability to cover its potential liabilities hereunder.

NOTICES: All notices and/or invoices required under this agreement between the employer and contractor shall be directed to the following address:

**SACRAMENTO SHERIFF:**

Scott R Jones  
711 G Street, Sacramento, CA 95814

**RTAC:**

Sacramento Regional Threat Assessment Center  
3720 Dudley Ave. McClellan, CA. 95652

**CONTRACTOR:**

Sacramento Police Department, City Of Sacramento  
5770 Freeport Blvd Suite 100, Sacramento, CA 95822



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Exhibit D: Special Terms and Conditions/Duty Statement

**DUTY STATEMENT**

**Program:** Sacramento Regional Threat Assessment Center

**Position:** Sacramento Police Detective, City of Sacramento: Law Enforcement

**Duties and Responsibilities:** The duties shall include but are not limited to:

- Under the direction of the RTAC Deputy Director, the Police Detective Investigative Liaison, coordinates and facilitates, monitors, plans, the daily investigative liaison operations of the Fusion Center. This position also insures all State, Local and Federal statutes and regulations are followed and adhered to.
- Executive Briefings
- National Security Information Protection
- Terrorism Liaison Officer Program Outreach
- Communication with other investigators within the District
- Coordination with FBI, DHS, and US Attorney and other Federal and State Contacts
- Coordination of Critical Infrastructure Protection
- Coordination with other Fusion Centers