



## City of Sacramento City Council

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

**Meeting Date:** 8/9/2012

**Report Type:** Consent

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

**Report ID:** 2012-00665

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a Supplement No. 2 to City Agreement #2011-0733 between the Sacramento Police Department (SPD) and the Sacramento Regional Transit District to fund additional labor provided by SPD reserve police officers throughout the remainder of the contract for an amount not-to-exceed \$277,680, increasing the total agreement not-to-exceed amount to \$14,275,041.

**Contact:** Katherine Lester, Acting Captain, Contract Services, (916) 808-0800, Police Department.

**Presenter:** None

**Department:** Police

**Division:** Contract Services

**Dept ID:** 11001531

**Attachments:**

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1-Description/Analysis

2- Agreement with Sacramento Regional Transit District

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**City Attorney Review**

Approved as to Form  
 David Womack  
 7/31/2012 11:29:03 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
 Russell Fehr  
 7/18/2012 1:45:28 PM

**Approvals/Acknowledgements**

Department Director or Designee: Rick Braziel - 7/31/2012 11:04:10 AM



## Description/Analysis

**Issue:** On June 14, 2011, the City Council approved Resolution #2011-350 authorizing City Agreement #2011-0733 with the Sacramento Regional Transit District (SRT) to provide police services including patrols within light rail vehicles, light rail stations, and SRT buses and bus stops. On May 8, 2012, the City Council approved a motion authorizing the first supplemental agreement to City Agreement #2011-0733 which increased the original agreement by \$384,980 for a total not-to-exceed amount of \$13,997,361. SRT has since agreed to reimburse the Sacramento Police Department (SPD) for labor expenses incurred for additional services performed by reserve police officers, which will increase the current agreement by \$277,680 for a new total not-to-exceed amount of \$14,275,041.

**Policy Considerations:** This supplemental agreement will continue an ongoing partnership between SRT and the SPD to provide public transportation security services. Sacramento City Code Chapter 3.64 requires City Council approval to execute any single supplemental agreement resulting in an increase of \$100,000 or more.

**Economic Impacts:** None.

### 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:** 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 and often 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 SRT’s patrons. The SPD has provided public transportation security services for SRT since July 1, 1993.

**Financial Considerations:** SRT will reimburse SPD for the additional labor expense generated from deploying reserve police officers. 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.



# SUPPLEMENTAL AGREEMENT

**Title and Job Number:** Sac-RT Patrol FY12 - FY16 **Date:** 6/12/2012  
**Purchase Order #:** **Supplemental Agreement No.:** 2

The City of Sacramento ("City") and **Sacramento Regional Transit District (SRT)** ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **2011-0733**, 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:

**The "scope of services" in Exhibit A will remain unchanged. This supplemental agreement will increase the current agreement for additional work by Sacramento Police Department (SPD) Reserve Police Officers effective for "Year 2" (FY2013) forward. All other terms of this agreement remain unchanged.**

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 **\$277,680**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$13,612,381
Net change by previous supplemental agreements:	\$384,980
Not-to-exceed amount prior to this supplemental agreement:	\$13,997,361
<del>Increase/decrease</del> by this supplemental agreement:	\$277,680
New not-to exceed amount including all supplemental agreements:	\$14,275,041

- 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.
- 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.
- 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**

The Police Officers and Sergeants assigned to Regional Transit (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 light rail stations including 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 parking 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.

**Exhibit B – Regional Transit – Salary Schedule FY2012-FY2016**

**REGIONAL TRANSIT SUPPLEMENTAL 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 – 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
<b>Estimated Overtime Costs<sup>3</sup></b>									
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 <sup>4</sup> (Prog CD 11424)		\$0	\$34,998	\$69,996	\$69,996	\$139,993	\$69,996	\$0	\$0
Reserve Officer Patrol (REG time)		\$0	\$0	\$34,710	\$34,710	\$69,420	\$34,710	\$34,710	\$39,420
Uniform Allowance (18) <sup>5</sup>	\$840	\$7,560	\$7,560	\$7,560	\$7,560	\$15,120	\$7,560	\$7,560	\$15,120
<b>AGR / Fiscal Year Total</b>	<b>\$14,275,041</b>		<b>\$2,642,787</b>		<b>\$2,904,811</b>	<b>\$2,979,144</b>		<b>\$2,909,147</b>	<b>\$2,839,151</b>
<b>Hourly Rates<sup>6</sup></b>									
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
<b>Overtime Hourly Rates<sup>7</sup></b>									
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
<b>Scheduled Salary Adjustments<sup>8</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 or indirect costs

<sup>2</sup> Annual costs are based on 2,080 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> The TSGP Overtime budget was added to the agreement via supplemental agreement #2011-0733-1.

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

<sup>6</sup> Hourly rates include both the City's direct costs and indirect costs

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

<sup>8</sup> 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