

Meeting Date: 3/11/2014

Report Type: Consent

Report ID: 2014-00161

Title: Agreement: Fourth Amendment-Sacramento Regional Transit District

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to amend Agreement 2013-0821 with the Sacramento Regional Transit District (RT), in an amount not to exceed \$178,682.

Contact: Justin Eklund, Police Captain, Contract Services, (916) 808-5650; Norm Leong, Police Lieutenant, Contract Services/Regional Transit, (916) 321-2995, Police Department

Presenter: None

Department: Police

Division: Contract Services

Dept ID: 11001531

Attachments:

1-Description/Analysis

2-Agreement

3-Background RT

City Attorney Review

Approved as to Form

Michael Fry

2/21/2014 11:40:17 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 2/19/2014 9:34:08 AM

Description/Analysis

Issue Detail: The Sacramento Regional Transit District (RT) is currently in agreement (2011-0733, 2011-0733-1, 2011-0733-2 and 2013-0821) with the Sacramento Police Department (SPD) to provide police services for RT passengers and employees within light rail trains, light rail stations, buses and bus stations. The RT has requested to amend agreement 2013-0821 by \$178,682, increasing the total not-to-exceed amount from \$21,336,266 to \$21,514,948, to replace the Mobile Data Computers (MDC) and In-Car-Cameras (ICC) in twenty-three RT owned patrol vehicles used by SPD officers. The MDC and ICC technology currently installed in RT patrol vehicles is outdated and the equipment is no longer supported by the manufacturer. The new technology will dramatically improve system capabilities, which will enhance officer safety and efficiency through improved communication, integration, and collaboration between SPD and RT.

Policy Considerations: City Council approval is required to amend Agreement 2013-0812 with RT, per Sacramento City Code (SCC) Section 3.56.290(A)(5).

Economic Impact: Not applicable.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CEQA): This proposal does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA), per CEQA Guidelines, Sections 15061(b)(3) and 15378(a).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Upgrading the MDC and ICC technology equipment in the RT patrol vehicles will better equip the SPD police officers assigned to RT to provide the security services described in Agreement 2013-0812, thus enhancing patrol and response activities, and increasing public safety throughout the city.

Financial Considerations: The total project cost to complete the MDC and ICC replacement is \$357,363. The RT will reimburse the SPD for 50 percent of the total project costs in an amount not to exceed \$178,682. The SPD has adequate funding in the NextGen Multi-Year Operating Project (I11000100) for the remaining balance of \$178,682. This recommendation will not impact the SPD General Fund operating budget.

Local Business Enterprise (LBE): Not applicable.

FOURTH AMENDMENT TO THE AGREEMENT FOR PEACE OFFICER ASSIGNMENT

THIS FOURTH AMENDMENT to the Agreement for Peace Officer Assignment, (the "Principal Agreement") made and entered into on June 16, 2011, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **CITY OF SACRAMENTO**, a municipal corporation therein referred to as "City" is made and entered into on _____, 2014.

RECITALS

WHEREAS, City provides Peace Officers to RT; and

WHEREAS, City is upgrading its police vehicle mobile data computers and in-car cameras; and

WHEREAS, to provide seamless interface between RT's police vehicles and the City's MDC and ICC systems, RT desires to upgrade its police vehicles' equipment; and

WHEREAS, CITY has agreed to install all necessary equipment to upgrade RT's police vehicles; and

WHEREAS, RT will reimburse City for one-half of the cost to complete the vehicle upgrade work; and

WHEREAS, the parties desire to amend the Principal Agreement to amend the Facilities and Equipment provision and increase the total consideration to provide for the equipment upgrade.

WITNESS

NOW, THEREFORE, RT AND CITY DO MUTUALLY AGREE AS FOLLOWS:

Section 1: FACILITIES AND EQUIPMENT. Article 7 of the Principal Agreement, entitled "Facilities and Equipment," is hereby amended to add a fifth paragraph that reads as follows:

"City will upgrade RT's police vehicles' mobile data computers and in-car camera systems, consistent with the systems City is installing in its own police vehicles. Upon completion of the work, RT will reimburse City for one-half the cost to upgrade RT's police vehicle with City provided equipment."

Section 2: TOTAL CONSIDERATION. Article 12 of the Principal Agreement, entitled "Total Consideration," is hereby amended to read in its entirety as follows:

"The maximum consideration payable to City under this Agreement may not exceed a total of \$21,514,948.

"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 23. In that event, RT will not be obligated to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement for services performed by City after the effective date of termination, and City will not be 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."

Section 3: EFFECT. The effect of this Fourth Amendment to the Principal Agreement is to amend the facilities and equipment provision, and to increase the total consideration by \$178,682, from \$21,336,266 to \$21,514,948.

Section 4: AMBIGUITIES. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

Section 5: FULL FORCE AND EFFECT. To the extent not inconsistent herewith, all other terms and provisions of the Principal Agreement, as amended, remain the same and in full force and effect.

Section 6: AUTHORITY TO BIND. Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

Section 7: INTEGRATION. This Amendment and the Principal Agreement, as amended, embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment to the Principal Agreement on the day and year first hereinabove appearing.

CITY OF SACRAMENTO

By: _____

Attest

CITY CLERK

Approved as to Form

Senior Deputy City Attorney

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: 
PATRICK HUME, 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 Legal Form:

By: 
BRUCE A. BEHRENS
Chief Counsel

Background

In June 2011, the City Council approved Agreement 2011-0733 between the Sacramento Police Department (SPD) and the Sacramento Regional Transit District (RT) to provide public transit police services from July 2011 through June 2014, with two optional one-year extensions for a total agreement not-to-exceed amount of \$13,612,381. This agreement provided for the services of one Police Lieutenant, two Police Sergeants, and 15 Police Officer full-time equivalent (FTE) positions, for a total of 18 sworn positions.

In May 2012, the City Council passed a motion authorizing the execution of Supplemental Agreement 2011-0733-1 to City Agreement 2011-0733 to increase the not-to-exceed amount by \$384,980, from \$13,612,381 to \$13,997,361, for additional overtime costs for anti-terrorism patrols.

In August 2012, the City Council passed a motion authorizing the execution of Supplemental Agreement 2011-0733-2 to City Agreement 2011-0733 to increase the not-to-exceed amount by \$277,680, from \$13,997,361 to \$14,275,041, for additional services provided by Reserve Police Officers.

In August 2013, the City Council passed a motion amending City Agreement 2011-0733 to increase the not-to-exceed amount by \$7,061,225, from \$14,275,041 to \$21,336,266, which increased RT staffing levels by one FTE Police Sergeant and three FTE Police Officer positions (Agreement 2013-0821).

The proposed amendment increases the total not-to-exceed amount by \$178,682, from \$21,336,266 to \$21,514,948, to replace the Mobile Data Computers (MDC) and In-Car Cameras (ICC) in twenty-three RT owned patrol vehicles used by SPD officers. The current MDC and ICC technology installed in RT patrol vehicles is outdated and the equipment is no longer supported by the manufacturer. The new equipment will improve system capabilities, and enhance officer safety efficiency.

The SPD has provided public transportation security services for RT since July 1993.