

Meeting Date: 8/6/2015

Report Type: Consent

Report ID: 2015-00645

Title: Agreement: 5th Amendment to the Regional Transit Police Services Agreement

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to 1) amend Agreement 2011-0733-4 with the Sacramento Regional Transit District (RT) by \$86,047, from \$21,514,948 to \$21,600,995; and 2) reclassify one Police Sergeant to a Police Captain.

Contact: William Champion, Police Captain, Contract Services, (916) 808-0714; Norm Leong, Police Lieutenant, Contract Services, (916) 221-0420, Police Department

Presenter: None

Department: Police

Division: Contract Services

Dept ID: 11001531

Attachments:

1-Description/Analysis

2-RT Resolution

3-Agreement

City Attorney Review

Approved as to Form

Michael Fry

7/24/2015 2:17:41 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 7/20/2015 1:50:09 PM

Description/Analysis

Issue Detail: The Sacramento Regional Transit District (RT) is currently in agreement (2011-0733, 2011-0733-1, 2011-0733-2, 2011-0733-3, 2011-0733-4) 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. RT is requesting to amend agreement 2011-0733-4 to properly align staffing with desired service levels, allow for greater staffing flexibility, allow the assignment of an additional explosive ordinance K9, and to meet future police technology needs.

The division head for RT Police Services is currently staffed with a Lieutenant. Based on the organizational structure of RT and the responsibilities of the position, it is more appropriate to staff a division head position with a Captain. The reclassification of an existing Sergeant position to a Captain would allow for this transition while minimizing the financial impacts to RT. Additionally, RT is requesting an amendment to the "Scope of Work" to allow the Captain (division head) to report directly to the RT General Manager.

To ensure appropriate supervision of on-duty personnel both parties agree to utilize acting Sergeants on an as-needed basis. The current Sacramento Police Officer Association's (SPOA) Agreement with the City of Sacramento (City) provides for paying five percent above the Officer's hourly rate for Officers working out-of-class as acting Sergeants. This amendment ensures that the City is reimbursed for all out-of-class expenses incurred when providing police services for RT.

The City has assigned an explosive ordinance K9 to RT as a regional asset. RT's sole contribution for the explosive ordinance K9 was a one-time cost of \$3,500 for a K9 vehicle cooling system which was directly purchased by RT. The City covers all other costs related to the explosive ordinance K9, including but not limited to: providing a police vehicle, fuel for the vehicle, K9 officer stipend, and veterinary costs. Lastly, the agreement will be amended to allow for the City to purchase technology such as Global Positioning System (GPS) trackers to prevent property crimes and other future technological needs at a later time which will be reimbursed by RT up to a maximum of \$5,000.

RT has requested to amend agreement 2011-0733-4 by \$86,047, increasing the total not-to-exceed amount from \$21,514,948 to \$21,600,995.

Policy Considerations: City Council approval is required to amend Agreement 2011-0733-4 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: RT is in the process of making substantial changes to its operations including safety and security. A Police Captain is in charge of a division with responsibilities commensurate with the duties of the person in charge of RT Police Services. Therefore, the request for reclassification of a Sergeant full-time employee position to a Captain is appropriate. The acting Sergeant five percent out-of-class pay appropriately aligns the RT contract with the agreement between the SPOA and the City. The modification to set costs associated with staffing RT with an Explosive Ordinance K9 allows for flexibility in the future to meet security needs for both RT and the City. By amending the contract to allow RT to reimburse the City for technology costs, RT will benefit from the City’s existing contracts for technology use such as GPS trackers to prevent and apprehend subjects involved in theft of property.

Financial Considerations: The total cost of the amendment is \$86,047. The RT will reimburse the SPD for all costs. This recommendation will not impact the SPD General Fund operating budget.

Local Business Enterprise (LBE): Not applicable.

Resolution No.

[DATE]

Adopted by the Sacramento City Council

AGREEMENT: SACRAMENTO REGIONAL TRANSIT DISTRICT

BACKGROUND

- A. The Sacramento Regional Transit District (RT) is currently in agreement (2011-0733, 2011-0733-1, 2011-0733-2, 2011-0733-3, 2011-0733-4) 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. RT is requesting to amend agreement 2011-0733-4 to properly align staffing with desired service levels, allow for greater staffing flexibility, allow the assignment of an additional explosive ordinance K9, and to meet future police technology needs.

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 amend agreement 2011-07344-4 with the RT by \$86,047, from \$21,514,918 to \$21,600,995.

Section 2. The City Manager, or the City Manager’s designee, is authorized to add the following reclassification to the Fiscal Year (FY) 2015/16 Summary of Reclassification Requests as included in the Approved Budget Request (Schedule 8):

Dept ID	Budgeted Classification	Union (Rep Unit)	Proposed Reclassification	Union (Rep Unit)	FTE
11001531	Sergeant	SPOA (02	Captain	SCXEA (01)	1.0

Section 3. The recommended position and reclassification adjustments are subject to review and approval by the Human Resources Director.

FIFTH AMENDMENT TO THE AGREEMENT FOR PEACE OFFICER ASSIGNMENT

THIS FIFTH AMENDMENT to the Agreement for Peace Officer Assignment, (the "Principal Agreement") made and entered into on June 16, 2011, as previously amended, 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 _____, 2015.

RECITALS

WHEREAS, City provides Peace Officers to RT; and

WHEREAS, City desires to have acting Sergeants to properly supervise on duty personnel when needed; and

WHEREAS, the parties desire to provide for reimbursement by RT if City purchases equipment, such as GPS Bait to deter property crime as well as other crime-fighting equipment; and

WHEREAS, City may wish to assign an Explosive Ordinance K-9 to RT; and

WHEREAS, RT desires to replace one Sergeant position with a Captain's position; and

WHEREAS, the parties desire to amend the Principal Agreement to increase the Rates of Pay, amend the Facilities and Equipment, amend the Scope of Work and increase the total consideration to provide for continued services.

WITNESS

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

Section 1: SCOPE OF WORK Article 3 of the Principal Agreement, entitled "Scope of Work", is hereby amended to read in its entirety as follows:

"City will assign a maximum of 30 line level Police Officers, 2 sergeants ("Sergeant"), 1 Lieutenant and 1 Captain, and any other job classifications added by amendment to this Agreement (collectively, "City Employees) to be selected by RT and approved by the City. Until January 1, 2016, City must maintain a minimum staffing level of: 18 line level Police Officers; 3 Sergeants and 1 Captain must be maintained. From January 1, 2016 until the expiration or termination of this Agreement, the City must maintain a minimum staffing level of: 18 line level Police Officers, 2 Sergeants, 1 Lieutenant, and 1 Captain.

"From time to time during the term of this Agreement, RT may request, that City assign more than the 22 City Employees described hereinabove. In addition to line level Police Officers, the additional classifications of City Employees that may be assigned to RT that are in excess of the number authorized above include Dispatchers, Reserve Officers, Student Trainees, Community Service officers (CSO), Cadets and K-9 Officers. Changes to the number of classification of City Employees assigned under this Agreement will be made in the manner set forth in Article 13 of this Agreement. City will use its best efforts to satisfy RT's request for additional City Employees, including additional Police officers subject to the City's discretion in meeting its own staffing and public safety concerns. Police Officers selected by RT will be assigned by City to RT for the term of this Agreement. CITY may also 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 and therefore their labor costs will not be charged to RT.

"The Police Officers and Sergeants assigned to RT must 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 within RT buses and at RT bus stops; must issue citations for fare evasion, issue citations or make arrests for other crimes, write reports as directed by RT and other

related duties; must 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 ordinance 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). Notwithstanding the foregoing, the Police Officers and Sergeants may pursue a criminal suspect if they witness a crime in progress. City may not include peace officers assigned to RT in its dispatching sequence of assignments, nor are peace officers to be dispatched on, or be responsible for any patrol calls, including calls for RT related to incidents.

"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.

If, on any given day, all of the assigned Sergeants are absent from work, the Lieutenant or Captain may assign a Police Officer to be an "Acting Sergeant" during that day."

Section 2: LIEUTENANT AND CAPTAIN. Article 5 of the Principal Agreement, entitled "Lieutenant", is revised to be entitled "Lieutenant and Captain", and to read in its entirety as follows:

As part of the minimum staffing required under this Agreement, City must provide an employee of City Police Department with the rank of Captain to function as the Chief of RT's Police Services. In addition to supervising lower-level staff, the Captain is responsible for coordination with other law enforcement in the area, interfacing with local officials and community leaders, developing and launching new programs and initiatives, overseeing the RT Police Services budget, and working with RT management on all aspects of RT's security program.

In addition, in January 2016, City must provide an employee of the City Police Department with the rank of Lieutenant to manage the day-to-day operations of the Police Services Department.

City must compile a list of qualified individuals from City Police Department at the rank of lieutenant and captain, to serve, respectively, as Lieutenant and Captain under this Agreement. City must assign the RT-selected individuals as Lieutenant and Captain, respectively.

Both the Lieutenant and Captain have direct control and responsibility for directing the Sergeants. The Lieutenant and Captain may undertake some or all of the duties of the Sergeants. In addition, the Captain and Lieutenant may undertake other duties as agreed upon by the Parties.

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

Section 3: FACILITIES AND EQUIPMENT. Article 7 of the Principal Agreement, entitled "Facilities and Equipment," is hereby amended to add the following:

"Upon mutual agreement, in writing, of City and RT, City may purchase technology and/or equipment necessary to make RT a safer and more efficient public transit system. RT will reimburse City for these purchases, up to \$5,000, for Fiscal Year 2016.

"Upon mutual agreement of City and RT, the City may assign an explosive ordinance K-9 to RT as a regional asset. RT's sole contribution for the additional cost of the explosive ordinance K-9 will be a one-time cost for K-9 vehicle cooling system not to exceed \$3,500. The City will cover all other costs of the explosive ordinance K-9, including but not limited to: providing a police vehicle, fuel for the vehicle, K-9 officer stipend, and veterinary costs."

Section 4: RATES OF PAY.

Exhibit A of the Principal Agreement is hereby replaced in its entirety with Exhibit A1, dated July 27, 2015, attached hereto and incorporated herein.

In addition, Article 11 of the Principal Agreement, entitled "Rates of Pay", is hereby amended in its entirety as follows:

"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 A1 and B. The rates set forth in Exhibit A1 are based on the annualized costs of full-time, on-duty officers, sergeants lieutenants, and captains 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 A1 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. If a Police Officer is assigned by the Lieutenant or Captain out-of-class as an Acting Sergeant, RT will reimburse City for the out-of-class costs for the duration of the assignment, set at 5% above the hourly officer rate in Exhibit A1. The Captain and Lieutenant are salaried, exempt management positions and pursuant to Fair Labor Standards Act do not receive overtime. RT will not be charged for overtime for the Lieutenant or Captain. 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.

Section 5: 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 \$21,600,995.

"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 6: EFFECT. The effect of this Fifth Amendment to the Principal Agreement is to increase the rate of pay for officers operating as acting Sergeant, add costs associated with assigning a K-9 to RT, amend the scope of work replace a Sergeant position with a Captain position, amend the facilities and equipment provision, and to increase the total consideration by \$86,047, from \$21,514,948 to \$21,600,995.

Section 7: 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 8: 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 9: 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 10: INTEGRATION. This Amendment and the Principal Agreement, as previously amended by the First through Fourth Amendments, 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 Fifth Amendment to the Principal Agreement on the day and year first hereinabove appearing.

CITY OF SACRAMENTO

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____

By: _____
JAY SCHENIRER, Chair

Attest

By: _____
MICHAEL R. WILEY
General Manager/CEO

CITY CLERK

Approved as to Content:

Approved as to Form

By: _____
MARK LONERGAN
Chief Operating Officer

Approved as to Funding:

Senior Deputy City Attorney

By: _____
Les Tyler
Chief Financial Officer

Approved as to Legal Form:

By: _____
RT Attorney

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Exhibit A1

27-Jul-15
Not To Exceed (NTE) Through June 30, 2015: 16,365,335

Rates of Pay

	<u>Working FTE</u>		<u>Hourly</u>	<u>Annual</u>	<u>Estimated Amounts</u>
	<u>FY2015/16</u>	<u>Maximum FTE</u>	<u>Rate</u>	<u>Cost/Hours</u>	<u>July 1, 2015 - June 30, 2016</u>
Captain	1	1	120.60	250,848	250,848
Lieutenant (1)	1	1	97.36	202,509	101,254
Sergeant (2)	2	3	83.56	173,805	434,512
Officer	18	30	65.02	135,242	4,057,248
Reserve Officer			35.60	1,107	39,409
Uniform Allowance (Per Officer) (4)	22	35		840	29,400
Acting Sergeant					1,690
Overtime Sergeant (3)			87.06	600	52,236
Overtime Officer (3)			66.64	3,910	260,562

Facilities and Equipment

Technology					5,000
Cooling Unit for K-9					3,500
Total Estimated Expenses (July 1, 2015 - June 30, 2016):					<u><u>5,235,660</u></u>

New Agreement NTE Amount: 21,600,995

Current NTE Amount: 21,514,948

Total Increase in Agreement: 86,047

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

^[1] Lieutenant Jan-June 2016 Only

^[2] 3 Sergeants July – Dec 2015, 2 Sergeants Jan-June 2016

^[3] Overtime is calculated as straight time multiplied by one and one-half plus associated benefits

^[4] Sworn staff are given an allowance of \$70 per month toward their uniform costs

