

**FIRST AMENDMENT TO AGREEMENT
FOR PEACE OFFICER ASSIGNMENT**

THIS FIRST AMENDMENT to the Agreement for Peace Officer Assignment, (the "Principal Agreement") made and entered into on July 1, 2001 (City Agreement No. 2001-108) between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **CITY OF SACRAMENTO**, a municipal corporation charter city, therein referred to as "CITY," is made and entered into on _____, 2006.

RECITALS

WHEREAS, RT and CITY entered into the Principal Agreement to provide security services on RT buses, trains, and related transit facilities and rights of way; and

WHEREAS, the Universal Hiring Program (UHP) Grant-Funding ended December 2004, the UHP position retention period and the Principal Agreement will soon expire and RT has a continuing need for these services; and

WHEREAS, the total consideration allowable under the Principal Agreement will soon be reached; and

WHEREAS, the parties desire to amend the Principal Agreement to increase the total consideration to allow for continued services.

WITNESS

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

Section 1: TERM

Article 1 of the Principal Agreement, entitled "Term," is hereby amended to read in its entirety as follows:

"This Agreement shall be effective from July 1, 2001 through June 30, 2007, unless sooner terminated or cancelled pursuant to the provisions of this Agreement."

Section 2: TOTAL CONSIDERATION

Article 10 of the Principal Agreement, entitled "Consideration," is hereby amended to read in its entirety as follows:

"RT agrees to 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 B for July 1, 2001 through June 30, 2006, and as set forth in Exhibit B1 for July 1, 2006 through June 30, 2007. The rates set forth in Exhibits

B and B1 are based on the annualized costs of full-time, on-duty Officers and Lieutenants, 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 shall reimburse and pay 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 shall pay overtime for the Police Officers at the hourly rates set forth in Exhibits B for July 1, 2001 through June 30, 2006, and B1 for July1, 2006 through June 30, 2007. Said overtime rates are set at one and one-half times the straight-time direct hourly rate, plus workers' compensation, unemployment costs and Federal Insurance Contributions Act (FICA). The overtime costs for police services shall be based on the number of overtime hours actually worked by the Police Officers. The Lieutenant is a salaried, exempt management position and pursuant to Fair Labor Standards Act does not receive overtime. RT will not be charged for overtime for Lieutenant.

"The direct, indirect, and total annual rates and uniform and equipment charges may be increased once per year based on increases in CITY's actual costs after CITY provides written notice of the adjustments to such costs and setting the revised rates and charges.

"The maximum consideration payable to CITY under this Agreement shall not exceed a total of \$3,091,271."

Section 3: EFFECT

The effect of this First Amendment to the Principal Agreement is to extend the term by one year and increase the total consideration by \$891,271 from \$2,200,000 to \$3,091,271.

Section 4: INTEGRATION

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 5: 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.

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

CITY OF SACRAMENTO

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
RAY KERRIDGE
City Manager

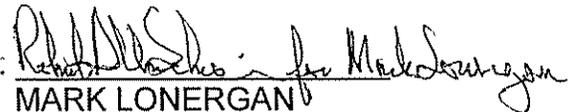
By: 
ROGER DICKINSON, Chair

Attest:

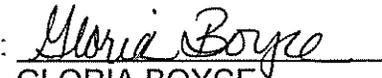
By: _____
SHIRLEY CONCOLINO
City Clerk

By:  For
BEVERLY A. SCOTT
General Manager / CEO

Approved as to Content:

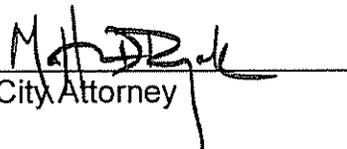
By: 
MARK LONERGAN
Chief Operating Officer

Approved as to Funding:

By: 
GLORIA BOYCE
Chief Financial Officer

Approved as to Legal Form:

Approved as to Legal Form:

By: 
City Attorney

By: 
MARK W. GILBERT
Chief Legal Counsel

Exhibit B1

Regional Transit Contract: 1 Lieutenant & 6 Police Officers

Annual Contract Costs Fiscal Year 2007

<u>Labor and Uniform Allowance</u>	<u>Description</u>		<u>7/1/06 - 6/30/07</u>
Labor	1 Lieutenant / 6 Officers	\$	838,379
Overtime	6 Officers (Estimated 778 hours)		45,192
Uniform Allowance	7 Officers		7,700
Net Annual Costs		\$	<u>891,271</u>

Base Calculations

<u>Annual Salary Expense by Position</u>	<u>2006 - 2007</u>
1 Lieutenant	\$182,225
1 Police Officer	\$109,359
Uniform Allowance per Officer	\$1,100

<u>Hourly Salary Expense by Position (including uniform allowance)</u>	<u>2006 - 2007</u>
1 Lieutenant	\$88.01
1 Police Officer	\$53.01

<u>Overtime Hourly Billing Rates</u>	<u>2006 - 2007</u>
1 Lieutenant	N / A
1 Police Officer	\$58.02