



STAFF REPORT

DATE: March 22, 2021
TO: Sacramento Regional Transit Board of Directors
FROM: Laura Ham, VP, Planning and Engineering
SUBJ: MUTUAL AID AGREEMENT WITH YOLO COUNTY TRANSPORTATION DISTRICT (YCTD)

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

If the Board approves this Agreement, SacRT and YCTD will be authorized to provide mutual aid to the other by lending equipment, supplies, and/or personnel necessary to respond to an emergency. The Agreement also provides a methodology for reimbursing the lending party for use of their equipment, supplies and personnel.

FISCAL IMPACT

None as result of this action.

DISCUSSION

In Fall 2020, YCTD approached SacRT to discuss the possibility of entering into a Mutual Aid Agreement (Agreement). The purpose of the Agreement would be to provide a framework within which SacRT and YCTD could provide voluntary mutual assistance to each other to ensure public transportation services could continue to the maximum practical extent in the event of an emergency. The types of emergencies covered by the Agreement include fires, floods, earthquakes, pandemics, acts of terrorism, major accidents, road closures, planned power shut-offs, and any other emergency that could interrupt normal public transit services. Over the course of the last several months, YCTD and SacRT staff have negotiated the terms of a mutual aid agreement that is beneficial to both agencies, while providing appropriate protections to each. On Monday, March 8, 2021, the YCTD Board approved the Agreement.

Under the Agreement, in the event of an emergency that could result in the interruption of service, either party may request assistance from the other party. The borrowing entity may request that the lending entity provide them with transit vehicles and other equipment, vehicle operators, maintenance workers and supervisors, and services and supplies required to operate and maintain the vehicles. Additionally, the agreement authorizes the ability to access critical equipment such as Compressed Natural Gas (CNG) fueling facilities, bus electric charging systems, electric buses, CNG buses,

paratransit vehicles, and special tools, diagnostic equipment or other items needed to maintain and operate any of the specialized equipment listed.

Because each entity remains liable for any worker's compensation claims that could arise during the emergency, any personnel that is loaned will continue to be managed and directed by SacRT supervisors. If either SacRT or YCTD need to borrow operators, mechanics, or other frontline staff, SacRT or YCTD will provide the appropriate number of supervisors who will directly manage and supervise front line workers, upon receiving general direction from the borrowing entity. The intent of this structure is to assist each entity in controlling its worker's compensation exposure by ensuring that workplace safety rules implemented by either entity are followed.

To ensure that the lending entity is made financially whole for costs it incurred in complying with the Agreement, the Agreement provides for the manner in which the lending entity will be reimbursed for the use of its equipment, staff or supplies. Generally, reimbursement under the Agreement is based on the actual labor, supply and equipment costs incurred by the lending organization. Additionally, each party will be liable for its own negligence and will indemnify the other entity to the extent of their own negligence. Each party is also required to maintain specified levels of general liability, worker's compensation, property, and business automobility liability insurance.

Further, the Agreement specifies that each entity must put its own needs and those of its customers first and is not obligated to assist the other, if doing so places its service at peril. Consequently, providing mutual aid to each other will not result in the lending organization sacrificing its own ability to continue to operate. The Agreement recognizes that SacRT has a unionized workforce and its ability to provide personnel is contingent upon SacRT negotiating and reaching agreement with its unions. The Agreement also recognizes that YCTD's workforce is largely provided by a third-party contractor. As such, the Agreement states that YCTD's ability to provide personnel under the Agreement is contingent upon YCTD negotiating and reaching agreement with its contractor to provide staff.

The proposed Agreement is a positive partnership between SacRT and YCTD to ensure that if there is an emergency, either entity will be positioned to immediately provide aid to the other, thereby ensuring that critical transit services continue without or with minimal interruption. Establishing the terms upon which aid will be provided before an emergency actually takes place, makes it possible to immediately jump into action if such aid is every needed. Staff recommends that the Board approve the Mutual Aid Agreement between SacRT and YCTD.

RESOLUTION NO. 21-03-0016

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

March 22, 2021

**MUTUAL AID AGREEMENT WITH YOLO COUNTY TRANSPORTATION DISTRICT
(YCTD)**

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby approves the Mutual Aid Agreement between Sacramento Regional Transit District and Yolo County Transportation District, wherein the terms and conditions under which either party will provide aid to the other in the event of an emergency are set forth, is hereby approved; and

THAT, the General Manager/CEO is hereby authorized to execute said Mutual Aid Agreement.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Cindy Brooks, Assistant Secretary