



STAFF REPORT

DATE: February 26, 2024
TO: Sacramento Regional Transit Board of Directors
FROM: Lisa Hinz, VP, Security, Safety and Customer Satisfaction
SUBJ: EMERGENCY RESPONSE SERVICES AGREEMENTS

RECOMMENDATION

Adopt the Attached Resolutions.

RESULT OF RECOMMENDED ACTION

Approving the Agreement for Emergency Response Services with the City of Sacramento and the Agreement for Emergency Response Services with the County of Sacramento and adopting Resolution Nos. 2024-02-006 and 2024-02-007. Repealing Resolution 88-01-747 and rescinding the Emergency Response Services Agreement dated March 27, 2003 between SacRT and the City of Sacramento.

FISCAL IMPACT

No impact at this time.

DISCUSSION

Sacramento Regional Transit (SacRT) has historically cooperated with the City and County Departments of Emergency Services to provide transportation during emergency situations.

In coordination with Sacramento City and County staff, this proposal updates SacRT's most recently ratified Emergency Response Agreements to align with current business practices. This will ensure that all parties are able to effectively respond to emergency situations in the Sacramento region by formalizing the procedures to be followed if the City or County require transportation services during an emergency. The attached Agreements provide the basic procedures and responsibilities of both parties in such a situation.

Under these Agreements, SacRT retains complete control over all aspects of service provided. This would include the number of drivers and buses provided, the timing with which the buses respond, and the impact, if any, on SacRT's regular revenue service. In addition, the City and County would reimburse SacRT for all costs associated with service provided at SacRT's fully allocated rate.

The Sacramento City Emergency Response Agreement is included as Attachment 1 and the Sacramento County Emergency Response MOA is included as Attachment 2.

It is staff's recommendation that the Agreements be approved.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
CITY OF SACRAMENTO
EMERGENCY RESPONSE SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of (EFFECTIVE DATE), by and between the SACRAMENTO REGIONAL TRANSIT DISTRICT, hereinafter referred to as “SacRT”, and the CITY OF SACRAMENTO, hereinafter called the “CITY.”

RECITALS

WHEREAS, the CITY is responsible for the coordination of all activities in response to a major emergency; and

WHEREAS, the CITY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in Articles 5 and 6 hereinbelow; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the CITY by providing buses and qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the following terms and conditions.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to establish the terms, procedures, and responsibilities of both SacRT and the CITY in response to a major emergency when the CITY requests SacRT to supply vehicles for an evacuation or to transport emergency personnel.

2. TERM

This Agreement will become effective as of the Effective Date and will continue until terminated by either party. The prior Emergency Response Services Agreement between SacRT and CITY will expire upon the Effective Date of this Agreement.

3. CANCELLATION CLAUSE

Either party may terminate this Agreement by giving 30 days' written notice of the termination to the other party prior to the termination date.

4. MAJOR EMERGENCY DEFINITION

Under the terms of this Agreement, a “major emergency” is a man-made or natural disaster within SacRT service boundaries and beyond the General Manager/CEO, or their designee, require approval. An event requiring the urgent immediate transportation or sheltering of

the public or rescue workers. Such emergencies include, but are not limited to: earthquakes, floods, chemical spills, acts of war or criminal acts that endanger the public safety, health or welfare, including acts of civil disobedience.

This Agreement may also be activated by CITY in the event that CITY needs to provide access to warming or cooling centers for the unhoused or other vulnerable populations, on days when temperatures are either significantly cooler or hotter than normal.

5. EMERGENCY EVACUATION DEFINITION

Under the terms of this Agreement, an “evacuation” is the urgent immediate egress or escape of people away from an area that contains an imminent threat, an ongoing threat or a hazard to lives or property. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

6. EMERGENCY RESCUE DEFINITION

Under the terms of this agreement, a “rescue” is an urgent and immediate response effort by employees from designated responders (i.e., mutual-aid groups, local fire departments, etc.) to an occurrence. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

7. CITY DESIGNATED PERSONNEL

The CITY Emergency Operations Coordinator has designated, by name and the position title, those individuals authorized to contact SacRT in the event of a major emergency as shown on **Exhibit 1**. CITY is responsible for submitting revisions to **Exhibit 1** in the future as personnel changes occur. SacRT will only recognize those individuals indicated in **Exhibit 1** as authorized to request bus service in the event of a major emergency. This document will be updated by the CITY annually and shared with SacRT.

8. SACRT DESIGNATED PERSONNEL

Those authorized by CITY will contact the single point of contact **the SacRT Security Operation Center (SOC) at 916-556-0150**, and confirm with a formal written request, by electronic mail, addressed to the General Manager/CEO and the General Counsel. SacRT has designated, by name and the position title, those individuals authorized to contact the CITY in the event of a major emergency as shown on **Exhibit 2**. The CITY will only recognize those individuals indicated in **Exhibit 2** as authorized to coordinate bus service in the event of a major emergency. SacRT must notify CITY contact information changes in the future. SacRT will coordinate all internal communication necessary to provide transportation services under the terms of this Agreement.

9. SACRT RESPONSE

SacRT has the sole discretion to determine whether it can safely provide the transportation service requested, the number and type of vehicles, the number and licensure of drivers, the duration of the service, and the route and frequency of the service schedule. This decision will be based upon the CITY's request for service, the nature of the emergency, concurrent emergency requests, availability of vehicles, availability of operators, the safety of SacRT personnel, the impact on SacRT's regular revenue service, federal and state charter regulations/laws, and all other applicable federal, state, and local laws.

10. SACRT SERVICE SUPPORT

SacRT will provide all necessary support for service provided to CITY in response to a major emergency through the use of SacRT vehicles and resources. This support will include both supervision of the operators and maintenance of the vehicles, as required.

11. CONTROL OF VEHICLES

All SacRT vehicles used to respond to a major emergency or emergency evacuation will be under the care, custody, and control of SacRT. SacRT vehicles used to respond to an emergency rescue may be under the control of appropriate emergency personnel with required licensing (CDL B) with full indemnification of the costs by the CITY.

12. SUPPLIES

With respect to any loaned materials and supplies that are provided by SacRT to CITY and are expendable or non-returnable, CITY will reimburse SacRT with in-kind items or the actual replacement cost for such items, plus any applicable handling charges, taxes, and other incurred expenses. With respect to such loaned items that are timely returned to SacRT without damage (other than normal wear and tear), no costs will be due from CITY to SacRT, including but not limited to, any rental fees for use of the loaned items.

13. COST

CITY will reimburse SacRT for all costs associated with providing service requested by CITY in response to a major emergency. These costs will be based on SacRT's most current direct hourly service rate per vehicle, which is a fixed charge per hour of service. A sample of these costs is available in **Exhibit 3**. These rates will be revised periodically and SacRT will notify the CITY of any rate changes upon request by CITY.

14. INVOICING/PAYMENT

After providing services as set forth herein, SacRT will remit to the CITY an invoice setting forth the date(s) and hours of services provided, consistent with the then current rates, as described in **Exhibit 3**. Payment of each invoice must be made by CITY to SacRT within thirty (30) days of receipt of the invoice by CITY.

15. LIABILITY AND HOLD HARMLESS

Each of the parties to this Agreement agree to defend, indemnify and hold harmless each and every other party and its officers, officials, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other

costs and fees of litigation, arising out of the alleged negligence, intentional or willful misconduct, or other legal fault of the party, its agents, officers, officials, employees or representatives in the performance of this Agreement.

The indemnification contained in this Agreement includes, but is not limited to, any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge, or expense was caused by deliberate, willful, or criminal acts of a party to this Agreement, or any of its agents, officers, employees or representatives, or its performance under the terms of this Agreement.

The indemnity obligations of this Agreement will survive the expiration or earlier termination of this Agreement.

Each of the parties will notify the other parties, where appropriate, of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification section. The parties will cooperate in the defense of such actions brought by others with respect to matters covered under this Agreement. Nothing set forth in this Agreement will establish a standard of care or create any legal rights for any person not a party to this Agreement.

The CITY will serve as the lead agency on any claim arising out of emergency response services provided and out of an incident when both parties responded to the emergency. In such instances, all parties involved agree to work cooperatively to determine the financial responsibility of fault and percentage of comparative fault. If the parties cannot agree, the determination of comparative negligence will be submitted to an arbitrator for a binding determination. If it is determined that in the performance of the emergency assistance services, SacRT engaged in acts or omissions that rose to the level of willful misconduct, criminal behavior, or gross negligence, the CITY will be entitled to recover the cost of attorney fees paid on behalf of SacRT during the litigation process. Otherwise, CITY will fully indemnify SacRT for any claims that arise as a result of its performance of emergency assistance services requested by CITY under this Agreement.

SacRT waives all claims against the CITY for compensation for any loss or damage suffered by SacRT's vehicles or equipment that occur before CITY arrives on the scene and/or begins providing direction when this Agreement is activated and SacRT is asked to provide emergency assistance services. Once CITY is on scene and/or begins providing direction to SacRT and/or SacRT staff, any damage suffered to SacRT's vehicles and equipment, while providing services under this Agreement will be the responsibility of CITY.

Each party will maintain in full force and effect Workers' Compensation insurance as required by the California Labor Code, which covers the personnel involved in a response to provide emergency assistance services pursuant to the terms of this Agreement. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response to an emergency under this Agreement, except for intentional acts or gross negligence of the other party.

16. NOTICE

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by electronic communication directed to the party to whom notice is to be given at the electronic communication listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO CITY: Director of Emergency Medical Services
Sacramento City Fire Department
City of Sacramento
5770 Freeport Blvd, Ste 200
Sacramento, CA 95822

TO SACRT: General Manager/CEO
Sacramento Regional Transit District
P.O. Box 2110
Sacramento, CA 95812

17. FTA CHARTER PROVISIONS

The Federal Transit Administration has determined that emergency services provided by SacRT to CITY is an allowable exception to its charter regulations (49 CFR Part 604) requiring solicitation of interested private bus companies before such service can be provided by RT, as evidenced in 49 CFR Part 604.2(f).

18. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture, or agency relationship between SacRT and CITY.

19. INDEPENDENT CONTRACTOR

In the performance of services under this Agreement, SacRT will act as independent contractor and its employees will not be considered as employees of CITY. Each party will pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services provided under this Agreement and as required by law. Each party will be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one party will not be deemed employees of the other party for any purpose. Nothing herein may be construed as or deemed to create the relationship of employer/employee or principal/agent between CITY and SacRT employees assigned to provide services under this Agreement. Each party hereby agrees to indemnify and hold the other party, its officer and employees, harmless from any and all claims that may be made against either party

based upon any contention by any employee of either party or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

20. NON-EXCLUSIVITY

This Agreement is not an exclusive Agreement for the provision of Emergency resources. Either party may provide such resources to entities not a party to this Agreement, and any party may enter Agreements like this with other entities. The parties hereby acknowledge that SacRT has entered into similar agreements with other local agencies as described in Exhibits 4, 5, 6, and 7 attached hereto.

21. NONDISCRIMINATION

In the performance of the services set out in this Agreement, neither party may unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age (over 40), military or veteran status, marital status, family care, or pregnancy disability care leave. Each party must ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. Each party must comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

22. JOINT VENTURE

Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee, or legal representative of any other party. No party will have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. No party will hold itself out as having any authority or relationship in contravention to this Section.

23. PRIVILEGES AND IMMUNITIES

All privileges and immunities of the parties provided by state or federal law will remain in full force and effect.

24. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

25. SEVERABILITY

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision or portion will be severable from this Agreement. Such invalidity, illegality or unenforceability will not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

26. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

27. INTEGRATION

This Agreement embodies the entire Agreement of the parties in relation to the services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first hereinabove appearing.

CITY OF SACRAMENTO

Director of the Office of Emergency
Management

SACRAMENTO REGIONAL TRANSIT
DISTRICT

General Manager/CEO

EXHIBIT 1

**SACRAMENTO CITY AUTHORIZED PERSONNEL
TO REQUEST EMERGENCY RESPONSE SERVICES**

The following individuals/positions are currently designated as those responsible for contacting Sacramento Regional Transit District (SacRT) to request bus service in the event of a major emergency.

NAME	TITLE	CELL	EMAIL
Daniel Bowers And Designees	Director of Emergency Management or Incident-Assigned Emergency Management Coordinator	530-941-0944	dbowers@cityofsacramento.org
Chris Costamagna And Designees	Fire Chief or On-Scene Incident Commander	Dispatch Supervisor 916-228-3035	ccostamagna@sfd.cityofsacrament o.org
Katherine Lester And Designees	Chief of Police or On-Scene Incident Commander	Radio Coordinator 916-277-1780	klester@pd.cityofsacramento.org
City Park Ranger 24/7 Emergency Line	Youth, Parks, Community Enrichment (YPCE) Park Ranger Services	916-264-5011	parksafety@cityofsacramento.org

EXHIBIT 2

**SACRAMENTO REGIONAL TRANSIT AUTHORIZED PERSONNEL
TO RESPOND TO EMERGENCY SERVICES REQUEST**

The following individuals/positions are currently designated as those responsible for contacting responding to a request by the CITY for bus service in the event of a major emergency.

SacRT Security Operation Center (SOC) at 916-556-0150

NAME	TITLE	CELL	EMAIL
Henry Li	General Manager/CEO	916-869-7558	hli@sacrt.com
Shelly Valenton	Deputy General Manager/CEO	916-224-0442	svalenton@sacrt.com
Chris Flores	Chief of Staff/VP, Real Estate	916-297-2284	cflores@sacrt.com
Jason Johnson	VP, Finance/Chief Financial Officer	916-205-3810	jjohnson@sacrt.com
Carmen Alba	VP, Bus Operations	916-431-8474	calba@sacrt.com
Laura Ham	VP, Planning, Grants and Procurement	916-826-4181	lham@sacrt.com
Lisa Hinz	VP, Security, Safety and Customer Satisfaction	916-661-1947	lhinz@sacrt.com
Devra Selenis	VP, Communications and Partnerships	916-869-8622	dselenis@sacrt.com
David Topaz	VP, Employee Development and Engagement	916-261-4429	dtopaz@sacrt.com

Sacramento Regional Transit District

Administrative Office
1400 29th Street
Sacramento, CA 95816

Q Street Office
1102 Q Street
Sacramento, CA 95811

Mailing Address
P.O. Box 2110
Sacramento, CA 95812-2110

EXHIBIT 3

SACRAMENTO REGIONAL TRANSIT REIMBURSEMENT COSTS

CITY will reimburse SacRT for all costs associated with providing service requested by CITY in response to a major emergency, evacuation, or rescue. These costs will be based on SacRT's most current direct hourly service rate per vehicle type, which is a fixed charge per hour of service. These rates will be revised periodically and SacRT will notify the CITY of any rate changes upon request by CITY.

Direct hourly service rate per vehicle type as of February 2023:

Mode	Direct Cost per Hour Actual (February 2023)
Coach Bus	\$130.20
Demand Response Bus	\$139.41

EXHIBIT 4

ANNEXATION AGREEMENT CITY OF ELK GROVE

THIS AGREEMENT (“Annexation Agreement”) between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF ELK GROVE**, a municipal corporation, herein referred to as “CITY,” and collectively referred to as "parties," is made and entered into on April 16, 2021 (“Effective Date”).

15. USE OF TRANSIT VEHICLES FOR EMERGENCY OPERATIONS

In the sudden event of a fire, flood, terrorist activity or other unforeseen act of God, CITY may be required to activate its Emergency Operations Center (EOC). Should the EOC be activated, SacRT will coordinate with CITY to provide transit vehicles, to the extent available and feasible, for CITY’s use to address the EOC event. CITY will provide SacRT with a written request, as soon as practical, for vehicles pursuant to the noticing requirements established in this Annexation Agreement. SacRT must respond to CITY within one (1) hour of the request identifying how SacRT can address the request.

EXHIBIT 5

ANNEXATION AGREEMENT CITY OF FOLSOM

THIS AGREEMENT between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF FOLSOM**, a municipal corporation, herein referred to as "CITY," and collectively referred to as "parties," is made and entered into on December 21, 2018 ("Effective Date").

3. OPERATION OF TRANSIT SERVICE

C. SacRT may make emergency changes to the Service Commitment required due to equipment failure, construction, hazard, or act of God without advance notice to or permission of CITY. SacRT will notify CITY by phone, text message and or e-mail within one hour of the emergency change. For any emergency change that also meets the definition of a major change and lasts longer than 36 hours, written approval must be given by CITY Manager/designee.

EXHIBIT 6

**YOLO COUNTY
MUTUAL AID AGREEMENT**

[insert full document]

EXHIBIT 7

See Sacramento County MOU.

**SACRAMENTO REGIONAL TRANSIT DISTRICT
COUNTY OF SACRAMENTO
EMERGENCY RESPONSE SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of (EFFECTIVE DATE) by and between the SACRAMENTO REGIONAL TRANSIT DISTRICT, hereinafter referred to as "SacRT," and the COUNTY OF SACRAMENTO, hereinafter called the "COUNTY."

RECITALS

WHEREAS, the COUNTY is responsible for the coordination of all activities in response to a major emergency; and

WHEREAS, the COUNTY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in Articles 5 and 6 hereinbelow; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the COUNTY by providing buses with qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the following terms and conditions.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to establish the terms, procedures, and responsibilities of both SacRT and the COUNTY in response to a major emergency when the COUNTY requests SacRT to supply vehicles for an evacuation or to transport emergency personnel.

2. TERM

This Agreement will become effective as of the Effective Date and will continue until terminated by either party. The prior Emergency Response Services Agreement between SacRT and COUNTY will expire upon the Effective Date of this Agreement.

3. CANCELLATION CLAUSE

Either party may terminate this Agreement by giving 30 days' written notice of the termination to the other party prior to the termination date.

4. MAJOR EMERGENCY DEFINITION

Under the terms of this Agreement, a "major emergency" is a man-made or natural disaster within SacRT service boundaries and beyond the General Manager/CEO, or their designee, require approval. An event requiring the urgent immediate transportation or sheltering of

the public or rescue workers. Such emergencies include, but are not limited to: earthquakes, floods, chemical spills, acts of war or criminal acts that endanger the public safety, health or welfare, including acts of civil disobedience.

This Agreement may also be activated by COUNTY in the event that COUNTY needs to provide access to warming or cooling centers for the unhoused or other vulnerable populations, on days when temperatures are either significantly cooler or hotter than normal.

5. EMERGENCY EVACUATION DEFINITION

Under the terms of this Agreement, an “evacuation” is the urgent immediate egress or escape of people away from an area that contains an imminent threat, an ongoing threat or a hazard to lives or property. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

6. EMERGENCY RESCUE DEFINITION

Under the terms of this agreement, a “rescue” is an urgent and immediate response effort by employees from designated responders (i.e., mutual-aid groups, local fire departments, etc.) to an occurrence. To the extent any vehicle provided by SacRT has the capacity to allow for the inclusion of pets, SacRT will also allow for members of the public to bring their pets so long as the pet is either in a carrier, crate or otherwise properly leashed and restrained and the pet does not cause a disruption or pose a threat or danger to others while being transported.

7. COUNTY DESIGNATED PERSONNEL

The COUNTY Chief, Office of Emergency Services has designated, by name and the position title, those individuals authorized to contact SacRT in the event of major emergency as shown on **Exhibit 1**. COUNTY is responsible for submitting revisions to **Exhibit 1** in the future as personnel changes occur. SacRT will only recognize those individuals indicated in **Exhibit 1** as authorized to request bus service in the event of a major emergency. This document will be updated by the COUNTY annually and shared with SacRT.

8. SACRT DESIGNATED PERSONNEL

Those authorized by COUNTY will contact the single point of contact the **SacRT Security Operation Center (SOC) at 916-556-0150**, and confirm with a formal written request, by electronic mail, addressed to the General Manager/CEO and the General Counsel. SacRT has designated, by name and the position title, those individuals authorized to contact the COUNTY in the event of a major emergency as shown on **Exhibit 2**. The COUNTY will only recognize those individuals indicated in **Exhibit 2** as authorized to coordinate bus service in the event of a major emergency. SacRT must notify COUNTY contact information changes in the future. SacRT will coordinate all internal communication necessary to provide transportation services under the terms of this Agreement.

9. SACRT RESPONSE

SacRT has the sole discretion to determine whether it can safely provide the transportation service requested, the number and type of vehicles, the number and licensure of drivers, the duration of the service, and the route and frequency of the service schedule. This decision will be based upon the COUNTY's request for service, the nature of the emergency, concurrent emergency requests, availability of vehicles, availability of operators, the safety of SacRT personnel, the impact on SacRT's regular revenue service, federal and state charter regulations/laws, and all other applicable federal, state, and local laws.

10. SACRT SERVICE SUPPORT

SacRT will provide all necessary support for service provided to COUNTY in response to a major emergency through the use of SacRT vehicles and resources. This support will include both supervision of the operators and maintenance of the vehicles, as required.

11. CONTROL OF VEHICLES

All SacRT vehicles used to respond to a major emergency or emergency evacuation will be under the care, custody, and control of SacRT. SacRT vehicles used to respond to an emergency rescue may be under the control of appropriate emergency personnel with required licensing (CDL B) with full indemnification of the costs by the COUNTY.

12. SUPPLIES

With respect to any loaned materials and supplies that are provided by SacRT to COUNTY and are expendable or non-returnable, COUNTY will reimburse SacRT with in-kind items or the actual replacement cost for such items, plus any applicable handling charges, taxes, and other incurred expenses. With respect to such loaned items that are timely returned to SacRT without damage (other than normal wear and tear), no costs will be due from COUNTY to SacRT, including but not limited to, any rental fees for use of the loaned items.

13. COST

COUNTY will reimburse SacRT for all costs associated with providing service requested by COUNTY in response to a major emergency. These costs will be based on SacRT's most current direct hourly service rate per vehicle, which is a fixed charge per hour of service. A sample of these costs is available in **Exhibit 3**. These rates will be revised periodically and SacRT will notify the COUNTY of any rate changes upon request by COUNTY.

14. INVOICING/PAYMENT

After providing services as set forth herein, SacRT will remit to the COUNTY an invoice setting forth the date(s) and hours of services provided, consistent with the then current rates, as described in **Exhibit 3**. Payment of each invoice must be made by COUNTY to SacRT within thirty (30) days of receipt of the invoice by COUNTY.

15. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties (SacRT and County) shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

INSURANCE OR SELF-INSURANCE

Each party (SacRT and County), at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

16. NOTICE

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made electronic communication directed to the party

to whom notice is to be given at the electronic communication number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO COUNTY: Chief, Office of Emergency Services
County of Sacramento
3720 Dudley Blvd, Suite 122
McClellan Park CA 95652

TO SACRT: General Manager/CEO
Sacramento Regional Transit District
PO Box 2110
Sacramento CA 95812

17. FTA CHARTER PROVISIONS

The Federal Transit Administration has determined that emergency services provided by SacRT to COUNTY is an allowable exception to its charter regulations (49 CFR Part 604) requiring solicitation of interested private bus companies before such service can be provided by RT, as evidenced in 49 CFR Part 604.2(f).

18. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture, or agency relationship between SacRT and COUNTY.

19. INDEPENDENT CONTRACTOR

In the performance of services under this Agreement, SacRT will act as independent contractor and its employees will not be considered as employees of COUNTY. Each party will pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services provided under this Agreement and as required by law. Each party will be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one party will not be deemed employees of the other party for any purpose. Nothing herein may be construed as or deemed to create the relationship of employer/employee or principal/agent between COUNTY and SacRT employees assigned to provide services under this Agreement. Each party hereby agrees to indemnify and hold the other party, its officer and employees, harmless from any and all claims that may be made against either party based upon any contention by any employee of either party or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this

Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

20. NON-EXCLUSIVITY

This Agreement is not an exclusive Agreement for the provision of Emergency resources. Either party may provide such resources to entities not a party to this Agreement, and any party may enter Agreements like this with other entities. The parties hereby acknowledge that SacRT has entered into similar agreements with other local agencies as described in Exhibits 4, 5, 6, and 7 attached hereto. Consequently, notwithstanding the provisions of Article 21 below and the County's responsibilities under the Emergency Services Act and the Standardized Emergency Management System, the parties acknowledge that SacRT has obligations under agreements with agencies outside of Sacramento County that may result in SacRT being required to provide assistance outside of the County of Sacramento concurrently with a request from COUNTY and that SacRT may have limited resources in those instances.

21. COUNTY AS OPERATOR OF STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

Notwithstanding the above, SacRT acknowledges, pursuant to the Emergency Services Act and the Standardized Emergency Management System, the Sacramento County Office of Emergency Services (SacOES) coordinates the overall countywide response to large scale incidents and disasters.

Additionally, SacOES is responsible for coordinating all agencies that respond to a countywide disaster to ensure resources are available and mobilized as necessary. During a countywide disaster, all resource request, including any requests of SacRT by the cities it has entered into a MOU with, must be routed through SacOES for coordination.

22. NONDISCRIMINATION

In the performance of the services set out in this Agreement, neither party may unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age (over 40), military or veteran status, marital status, family care, or pregnancy disability care leave. Each party must ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. Each party must comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

23. PRIVILEGES AND IMMUNITIES

All privileges and immunities of the parties provided by state or federal law will remain in full force and effect.

24. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties hereof.

25. SEVERABILITY

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision or portion will be severable from this Agreement. Such invalidity, illegality or unenforceability will not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

26. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

27. INTEGRATION

This Agreement embodies the entire Agreement of the parties in relation to the services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first hereinabove appearing.

COUNTY OF SACRAMENTO

Chief, Office of Emergency Services

SACRAMENTO REGIONAL TRANSIT
DISTRICT

General Manager/CEO

EXHIBIT I

**SACRAMENTO COUNTY AUTHORIZED PERSONNEL
TO REQUEST EMERGENCY RESPONSE SERVICES**

The following individuals/positions are currently designated as those responsible for contacting Sacramento Regional Transit District (SacRT) to request bus service in the event of a major emergency.

NAME	TITLE	CELL	EMAIL
Ann Edwards	County Executive	916-705-3093	EdwardsAnn@saccounty.gov
David Villanueva	Assistant County Executive, Administrative Services, Office of the County Executive	916-870-8346	villanuevad@saccounty.gov
Mary Jo Flynn- Nevins	Chief, Office of Emergency Services	916-508-5131	FlynnM@saccounty.gov
Ron Vicari	Director, County Transportation	916-874-5164	vicarir@saccounty.gov
Jeff Gasaway	Director, Department of General Services	916-591-3790	gasawayj@saccounty.gov
Matthew Hawkins	Emergency Operations Coordinator	916-293-2769	HawkinsM@saccounty.gov
Jason D'Alessio	Assistant Emergency Operations Coordinator	503-877-8792	dalessioj@saccounty.gov
Greg Nowakowski	Emergency Operations Center Logistics	916-876-7842	nowakowskig@saccounty.gov
Dave Wagner	Emergency Operations Center Logistics	916-875-0150	wagnerd@saccounty.gov

EXHIBIT 2

**SACRT AUTHORIZED PERSONNEL
TO RESPOND TO EMERGENCY SERVICES REQUEST**

The following individuals/positions are currently designated as those responsible for contacting responding to a request by the COUNTY for bus service in the event of a major emergency.

SacRT Security Operation Center (SOC) at 916-556-0150

NAME	TITLE	CELL	EMAIL
Henry Li	General Manager/CEO	916-869-7558	hli@sacrt.com
Shelly Valenton	Deputy General Manager/CEO	916-224-0442	svalenton@sacrt.com
Chris Flores	Chief of Staff/VP, Real Estate	916-297-2284	cflores@sacrt.com
Jason Johnson	VP, Finance/Chief Financial Officer	916-205-3810	jjohnson@sacrt.com
Carmen Alba	VP, Operations	916-431-8474	calba@sacrt.com
Laura Ham	VP, Planning, Grants and Procurement	916-826-4181	lham@sacrt.com
Lisa Hinz	VP, Security, Safety and Customer Satisfaction	916-661-1947	lhinz@sacrt.com
Devra Selenis	VP, Communications and Partnerships	916-869-8622	dselenis@sacrt.com
David Topaz	VP, Employee Development and Engagement	916-261-4429	dtopaz@sacrt.com

Sacramento Regional Transit District

Administrative Office
1400 29th Street
Sacramento, CA 95816

Q Street Office
1102 Q Street
Sacramento, CA 95811

Mailing Address
P.O. Box 2110
Sacramento, CA 95812-2110

EXHIBIT 3

SACRAMENTO REGIONAL TRANSIT REIMBURSEMENT COSTS

COUNTY will reimburse SacRT for all costs associated with providing service requested by COUNTY in response to a major emergency, evacuation, or rescue. These costs will be based on SacRT's most current direct hourly service rate per vehicle type, which is a fixed charge per hour of service. These rates will be revised periodically and SacRT will notify the COUNTY of any rate changes upon request by COUNTY.

Direct hourly service rate per vehicle type as of February 2023:

Mode	Direct Cost per Hour Actual (February 2023)
Coach Bus	\$130.20

EXHIBIT 4

ANNEXATION AGREEMENT CITY OF ELK GROVE

THIS AGREEMENT (“Annexation Agreement”) between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF ELK GROVE**, a municipal corporation, herein referred to as “CITY,” and collectively referred to as "parties," is made and entered into on April 16, 2021 (“Effective Date”).

15. USE OF TRANSIT VEHICLES FOR EMERGENCY OPERATIONS

In the sudden event of a fire, flood, terrorist activity or other unforeseen act of God, CITY may be required to activate its Emergency Operations Center (EOC). Should the EOC be activated, SacRT will coordinate with CITY to provide transit vehicles, to the extent available and feasible, for CITY’s use to address the EOC event. CITY will provide SacRT with a written request, as soon as practical, for vehicles pursuant to the noticing requirements established in this Annexation Agreement. SacRT must respond to CITY within one (1) hour of the request identifying how SacRT can address the request.

EXHIBIT 5

ANNEXATION AGREEMENT CITY OF FOLSOM

THIS AGREEMENT between the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "SacRT," and the **CITY OF FOLSOM**, a municipal corporation, herein referred to as "CITY," and collectively referred to as "parties," is made and entered into on December 21, 2018 ("Effective Date").

3. OPERATION OF TRANSIT SERVICE

C. SacRT may make emergency changes to the Service Commitment required due to equipment failure, construction, hazard, or act of God without advance notice to or permission of CITY. SacRT will notify CITY by phone, text message and or e-mail within one hour of the emergency change. For any emergency change that also meets the definition of a major change and lasts longer than 36 hours, written approval must be given by CITY Manager/designee.

EXHIBIT 6

**YOLO COUNTY
MUTUAL AID AGREEMENT**

See Yolo County MOU.

EXHIBIT 7

See Sacramento City MOU language.

RESOLUTION NO. 2024-02-006

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

February 26, 2024

**EMERGENCY RESPONSE SERVICES AGREEMENT
WITH THE CITY OF SACRAMENTO**

WHEREAS, the City of Sacramento (hereinafter "CITY") is responsible for the coordination of all activities in response to a major emergency; and

WHEREAS, the CITY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in the proposed Agreement ; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the CITY by providing buses and qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the terms and conditions set forth in the Agreement.

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

THAT, the Agreement for Emergency Response Services, by and between Sacramento Regional Transit District (therein, "SacRT") and the City of Sacramento, (therein "City") whereby SacRT agrees to provide emergency response services and City agrees to reimburse SacRT for the cost of those services, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing agreement.

PATRICK KENNEDY, Chair

A T T E S T:
HENRY LI, Secretary

By: _____
 Tabetha Smith, Assistant Secretary

RESOLUTION NO. 2024-02-007

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

February 26, 2024

**EMERGENCY RESPONSE SERVICES AGREEMENT
WITH THE COUNTY OF SACRAMENTO**

WHEREAS, the COUNTY is responsible for the coordination of all activities in response to a major emergency in the Sacramento County region; and

WHEREAS, the COUNTY may need vehicles and qualified drivers for the purpose of transporting emergency personnel and/or evacuating the public and their pets, subject to the conditions set forth in the proposed Agreement; to shelters or temporary evacuation points in response to a major emergency; and

WHEREAS, SacRT is the primary provider of public transportation within the Sacramento Metropolitan area; and

WHEREAS, SacRT has agreed to assist the COUNTY by providing buses and qualified drivers to aid in the movement of people during an evacuation in times of a major emergency under the terms and conditions set forth in the Agreement.

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

THAT, the Agreement with County of Sacramento for Emergency Response Services, by and between the Sacramento Regional Transit District (therein, "SacRT") and the County of Sacramento (therein "County"), whereby SacRT agrees to provide emergency response services and the County agrees to reimburse SacRT for the cost of those services, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing agreement.

PATRICK KENNEDY, Chair

A T T E S T:
HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary