

Memorandum of Understanding

BETWEEN THE  
CITY OF ROCHESTER  
AND THE  
ROCHESTER GENESEE REGIONAL TRANSPORTATION AUTHORITY

OFFICE OF  
THE CHIEF OF POLICE

2014 JUN 23 P 3:38

**Preamble**

*Whereas* by Resolution in Support of a Transit Center (Resolution 2010-16) adopted on May 11, 2010, the Rochester City Council expressed its support for the construction by Rochester Genesee Regional Transportation Authority (RGRTA) of a 26-bay Transit Center, subject to the condition set forth in such resolution; and,

*Whereas* RGRTA has acknowledged that it will be responsible for the safety and security of any such Transit Center; and,

*Whereas* on June 15, 2010, the Rochester City Council passed Ordinance 2010-208, which was approved by the Mayor and deemed adopted as of June 16, 2010, in which, among other things, the Rochester City Council stated that the City of Rochester is willing to provide assistance to RGRTA in fulfilling its responsibility for the safety and security of the Transit Center; and,

*Whereas* the City through the Rochester Police Department (RPD) and RGRTA mutually desire to achieve a high level of communication, coordination, and cooperation to maintain the safety and security of the Transit Center, and to maintain an efficient and effective working relationship to that end;

*Now therefore*, the City of Rochester and RGRTA enter into this Memorandum of Understanding (MOU) to establish the parties' mutual understanding on communication, coordination, and cooperation to maintain the safety and security of the Transit Center.

1. The RPD Chief of Police will designate an RPD supervisory officer to serve as the primary point of contact and liaison to RGRTA for safety and security matters. The Chief Executive Officer of RGRTA will designate an RGRTA management official to serve as the primary point of contact and liaison to RPD for safety and security matters. The designated RPD and RGRTA liaisons will:
  - a. maintain regular contact to coordinate operational planning for the Transit Center;
  - b. resolve issues of concern that may arise, and to refer any matter to a higher authority in their respective organizations as required;
  - c. coordinate the development, implementation, review, and evaluation of specific operational plans and protocols as deemed necessary;
  - d. ensure the establishment of effective communication channels between RPD and RGRTA at the daily operational level; and,
  - e. perform such other duties as are necessary to ensure a high level of cooperation between RPD and RGRTA to maintain safety and security in the Transit Center.
2. RGRTA has contracted with and will continue to work with a reputable security consultant to design and implement a security plan for the Transit Center, which will include having "non-sworn" security personnel patrol the Transit Center, and for other means of monitoring activity in the Transit Center.

RGRTA road supervisors will supplement this security effort during the operational hours as necessary.

3. RPD will provide police patrol and response to calls for police service at the Transit Center in the course of its normal duties. In addition, RPD and RGRTA will collaborate to establish regular police patrol at the Transit Center based on a mutual assessment of need, and availability of staffing and resources. The manner, times, and staffing levels of such police patrols will be in the sole discretion of RPD, in consultation with RGRTA.
4. In order to implement this MOU, RPD and RGRTA may agree upon joint operational protocols and procedures, including staffing estimates for police patrol of the Transit Center, consistent with the provisions of this MOU. Authority to approve such protocols and procedures is delegated to the RPD Chief of Police or the Chief's designee for RPD, and to the RGRTA Director of System Safety and Security for RGRTA.
5. The parties will meet no less frequently than once each calendar quarter to discuss safety and security at the Transit Center, including but not limited to review and analysis of actual incidents occurring at the Transit Center, adequacy and deployment of security staffing and RPD police patrols, communication procedures, and operational plans and protocols. The parties will work together to make any necessary modifications to procedures to ensure safety and security in the Transit Center.
6. This MOU may be modified only in a writing signed by both parties.
7. This MOU will remain in effect so long as RGRTA continues to operate the Transit Center as a transit center, unless rescinded in writing by at least one party with ninety (90) days notice to the other party.
8. The purpose of this MOU is solely to facilitate safety and security procedures at the Transit Center by RPD and RGRTA. It is not intended nor does it create any benefits, rights, or obligations, to the benefit of any third party; nor may any third party enforce it.

**FOR THE ROCHESTER GENESEE REGIONAL  
TRANSPORTATION AUTHORITY**

**FOR THE CITY OF ROCHESTER**

By:   
William C. Carpenter, Chief Executive Officer

By:   
Lovely A. Warren, Mayor

Date: June 5, 2014

Date: 6/12/14