



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 8/28/2012

Report Type: Consent

Title: Supplemental Agreement: SPLASH in the Classroom Program City of Sacramento Stormwater Presentations

Report ID: 2012-00607

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to sign a supplemental agreement to Agreement No. 2012-0167 with Riverside Consulting, to provide additional classroom presentations for an additional payment of \$35,000, increasing the Agreement amount from \$75,000 to \$110,000.

Contact: Dave Brent, Director, (916) 808-1420; Jessica Hess, Media and Communications Specialist, (916) 808-8260, Sherill Huun, Supervising Engineer, (916) 808-1455 - Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Public Education Outreach

Dept ID: 14001061

Attachments:

1-Description/Analysis

2-Background

3-Supplemental Agreement

City Attorney Review

Approved as to Form
Joe Robinson
8/22/2012 4:58:14 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
8/15/2012 12:00:27 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 8/21/2012 12:33:14 PM



Description/Analysis

Issue: In accordance with the National Pollutant Discharge Elimination Permit (NPDES) Stormwater Permit, the City and its partners in the Sacramento Stormwater Quality Partnership (SSQP) are required to present information to elementary school children regarding stormwater pollution prevention. The SSQP has selected Riverside Consulting to assist with these presentations for Fiscal Year (FY) 2012 and FY2013. Each year, the SSQP provides presentations to approximately 90 classrooms throughout Sacramento County, including 30 within the City of Sacramento's. The City is requesting a supplemental agreement for this contract to add an additional 72 classroom presentations within the City limits for FY2013.

Policy Considerations: The City is required by its NPDES Stormwater Permit to educate school age children about stormwater pollution prevention. Public education and awareness are cost effective tools in preventing stormwater pollution. This supplemental agreement will increase the number of classroom presentations in the City of Sacramento and educate more students in the City about stormwater pollution prevention.

Economic Impacts: None.

Environmental Considerations: The approval of these professional services is not considered a project as defined by Section 15378 of the California Environmental Quality Act guidelines, as the recommended action is an ongoing administrative activity and involves no physical change in the environment.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: The services provided by Riverside Consulting are part of successfully implementing the City's NPDES Stormwater permit. Non-compliance with the permit could result in fines or other enforcement action from the State.

Financial Considerations: The original contract with Riverside Consulting was for \$75,000 to cover the Sacramento Stormwater Quality Partnership Presentations for FY2012 and FY2013. The additional funding for this program will fund City of Sacramento classroom presentations only and has been budgeted for in the City of Sacramento's Multi-Year Operating Project, FY2010-FY2014 NPDES Program (I14010200, Storm Drainage Fund 6011).

Emerging Small Business Development (ESBD): Riverside Consulting is certified as a Small Business by the State of California.



Background

In order to comply with the public education element of its National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City and the Sacramento Stormwater Quality Partnership (SSQP) must conduct classroom presentations regarding stormwater pollution prevention in Sacramento area elementary school classrooms. Following an RFQ process in 2010, the City entered into an agreement, on behalf of the SSQP, with Riverside Consulting for its Splash in the Class program. The Splash in the Class presentations educate 3rd–6th grade students about pollution prevention and how to better take care of their local environment.

Public education and awareness is considered a significant, cost effective tool in the prevention of stormwater pollution. Toward that end, through this supplemental agreement, the City's Stormwater Quality Improvement Program will provide additional in-the-classroom presentations to Sacramento schools. Riverside Consulting was awarded the original contract for a not-to-exceed amount of \$75,000. The City is seeking to increase its contribution to the contract by \$35,000 additional classroom presentations. This brings the new not-to-exceed amount, including all supplemental agreements, to \$110,000. No other SSQP partners are funding additional presentations in their jurisdictions through this contract or supplemental agreement.

In FY2012, approximately 30 classrooms within the City limits received this presentation. The additional funding will share the presentation with approximately 72 more classrooms within the City of Sacramento. The total number of classrooms that would receive the program in FY2013 is comparable to the number of classes that received the program in FY2011.

In FY2013, the City and the SSQP anticipate approximately 162 classroom presentations will take place in elementary schools within the Sacramento Stormwater Quality Partnership permittee jurisdictions as allocated below using the Sacramento Stormwater Quality Partnership budget described in Attachment 1 to Exhibit A of the contract:

City of Sacramento- 102
County of Sacramento- 38
City of Folsom- 5
City of Elk Grove- 6
Rancho Cordova- 4
Galt- 1

Riverside Consulting will conduct the presentations with supplies coming from various vendors.

The Consultant cannot exceed the number of presentations per Partner, without prior approval of the Sacramento Stormwater Quality Partnership.

This agreement expires on June 30, 2013.

There is no comparable education program offered in the region. Since 1998, annual program costs have remained very consistent with only incremental increases when additional needs are necessary as noted above.



SUPPLEMENTAL AGREEMENT

Contract Title and Job Number: Splash in the Class Presentations
Purchase Order #:

Date: July 17, 2012
Supplemental Agreement No.: 1

The City of Sacramento ("City") and **Riverside Consulting** ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number **CA 2012-0167**, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows: "Additional School Classroom Presentations" is added to Attachment 1 to Exhibit A as an additional task included in Contractor's services. This task shall include the items shown on "Attachment 2 to Exhibit A" attached hereto and incorporated by this reference.
2. In order to provide additional funding for more Splash in the Class presentations, the total not-to-exceed amount of the Agreement is increased to **\$110,000**.
3. In consideration of the additional services described above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$35,000.00**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$75,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	\$75,000.00
Increase by this supplemental agreement:	\$35,000.00
New not-to exceed amount including all supplemental agreements:	\$110,000.00

4. Contractor agrees that the amount of increase in the not-to-exceed amount specified above, shall constitute full compensation for the additional services specified above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
5. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As to Form By:

Project Manager

City Attorney

Approved By:

Contractor

Approved By:

Attest To By:

City of Sacramento

City Clerk

**ATTACHMENT 2 TO EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT**

School Classroom Presentations for Fiscal Year 2012/2013

Contractor shall provide school classroom presentations as follows:

- A. Approximately 72 classroom presentations within the City of Sacramento using the City-only portion of the budget described in Attachment 1 to Exhibit A.**
- B. Approximately 90 classroom presentations in elementary schools within SSQP permittee jurisdictions as allocated below and using the SSQP portion of the budget described in Attachment 1 to Exhibit A.**

**City of Sacramento- 30
County of Sacramento- 38
City of Folsom- 5
City of Elk Grove- 6
Citrus Heights- 6
Rancho Cordova- 4
Galt- 1**

The Consultant cannot exceed the number of presentations per Partner, without prior approval of the Sacramento Stormwater Quality Partnership.

Time of Performance

This agreement expires on June 30, 2013