

Meeting Date: 11/26/2013

Report Type: Consent

Report ID: 2013-00871

Title: Supplemental Agreement: Northwest Loss Prevention Consultants

Location: Downtown, District 4

Issue: The Department of Public Works, Parking Services Division utilizes mystery shopper services to receive valuable information on the effectiveness of its operations in downtown parking facilities. The City Code requires City Council approval of contract amendments equal to or greater than \$100,000.

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute a supplemental agreement to City Agreement 2010-0359 with Northwest Loss Prevention Consultants for a new, not-to-exceed amount of \$149,333.

Contact: Matt Eierman, Parking Services Manager (Interim), (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Off-Street Parking Admin

Dept ID: 15001211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Gerald Hicks

11/15/2013 9:28:14 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

11/12/2013 9:34:26 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 11/15/2013 7:24:13 AM

Description/Analysis

Issue Detail: Northwest Loss Prevention Consultants (Northwest) is a company that specializes in retail loss prevention. They provide a variety of services including mystery shopping, competition analysis, integrity shops, and video monitoring. These services are used by retailers to improve customer service to increase profits.

Since 2006, Northwest has performed mystery shopper services for the City's Parking Services Division. Portraying themselves as a would-be customer, Northwest agents make unannounced visits to City parking garages three times per month. At the end of each month they provide the City a detailed analysis of their customer service experience. The City owns and operates eight parking garages in the downtown area.

Policy Considerations: The action requested supports the Central City Parking Master Plan goals to:

1. Make parking safe, secure, attractive and convenient and;
2. Operate City-owned parking in a financially sound manner

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The contract for services involves the City's ongoing activities relating to site conditions of the City's properties. The action involves continuing administrative and maintenance activities, and is not a project under the California Environmental Quality Act (CEQA). See CEQA Guidelines section 15378(b)(2). No environmental review is required.

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Northwest performs three site inspections of each parking facility every month. At the end of each month, Northwest provides the City a detailed report of each visit including the tickets used to enter the facility, the conditions of the facility, level of customer service, and so forth. The City uses the information from these reports to make ongoing operational improvements.

Financial Considerations: The original term of the contract with Northwest (Agreement No. 2010-0359) was from January 2010 through December 2012 for an amount not to exceed \$50,000. The first supplemental agreement increased that

amount by \$33,000 to \$88,000. This supplemental agreement will increase the final not-to-exceed amount by \$66,000 to \$149,333. These services are paid by the Parking Services Division Off-Street Parking operating budget (Fund 6004). Sufficient funds are available in the Parking Services Division Off-Street operating budget for this agreement.

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2010-0359-2

Purchase Order #:

Supplemental Agreement #: 2

Job#: 15001211

Project Title: **Myster Shopper**

The City of Sacramento ("City") and Northwest Loss Prevention Consultants, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2010-0359 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby 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:

See Exhibit A

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$66,000.00 and said maximum not-to-exceed amount is amended as follows:

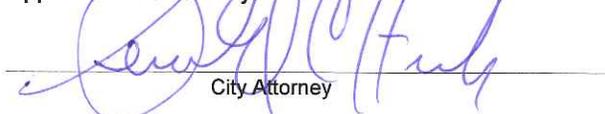
The original not-to-exceed amount:	\$50,000.00
The net change by previous Supplemental Agreements:	\$33,333.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$83,333.00
The contract sum will be increased by this Supplemental Agreement:	\$66,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$149,333.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, 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 and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 730 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. 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.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:


Project Manager

Approved as to Form By:


City Attorney

Approved By:



Contractor

Approved By:

Attested to By:

City of Sacramento

Date

City Clerk

Exhibit A
Myster Shopper
2010-0359
10/25/13

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #2	
PCO # 2.0 Client Initiated Changes	\$66,000.00
10/25/13 This agreement is extended by two years. The new sunset date for this agreement will be December 31, 2015. Additional funds being included as well to cover the extention.	
1 Items	Total for Change Order # 2
	\$66,000.00
1 Change Orders	Total for Contract # 2010-0359
	\$66,000.00
<i>Totals By Reason</i>	
	Changed/Unforeseen Conditions \$0.00
	Changes to Bid Documents \$0.00
	Client Initiated Changes \$66,000.00