

Meeting Date: 9/9/2014

Report Type: Consent

Report ID: 2014-00650

Title: Supplemental Agreement: Aircraft Maintenance Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute Supplemental Agreement No. 1 to City Agreement 2010-1012 with Mather Aviation for the delivery of aircraft maintenance services to 1) extend the agreement term for the current agreement to April 30, 2015; 2) amend the scope of services to include maintenance and repairs for the Sacramento Police Department's fixed-wing airplane; and 3) increase the contract amount by \$200,000, for a new total not-to-exceed amount of \$890,000.

Contact: Jacqueline Dowden, Police Captain, Metro Division, (916) 808-0701; and Jeff Watson, Police Lieutenant, Metro Division/Air Ops, (916) 808-0706, Police Department

Presenter: None

Department: Police

Division: Metro-Traffic/Air Ops

Dept ID: 11001141

Attachments:

1-Description/Analysis

2-Supplemental Agreement (Mather)

City Attorney Review

Approved as to Form

Michael Fry

8/27/2014 8:38:25 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 8/20/2014 9:39:41 AM

Description/Analysis

Issue: On November 30, 2010, City Council authorized Agreement 2010-1012 with Mather Aviation for the delivery of helicopter maintenance services in an amount not-to-exceed \$690,000 through November 30, 2014. The Sacramento Police Department (SPD) is requesting approval to: 1) extend the term of the Agreement to April 30, 2015; 2) amend the scope of services to include maintenance and repair services for the SPD's fixed-wing airplane; and 3) increase the not-to-exceed amount of the Agreement by \$200,000 for a new total not-to-exceed amount of \$890,000. SPD intends to complete a competitive bidding process and return to Council for authority to execute a new agreement for the delivery of helicopter maintenance services occurring after April 30, 2015.

Policy Considerations: The recommendations in this report are in accordance with: 1) City Code Chapter 3.56 and City API 4101 which require Council approval to issue contract supplements of \$100,000 or more.

Economic Impacts: None

Environmental Considerations: None

California Environmental Quality Act (CEQA): No environmental review is necessary as this action is not considered to be a project per CEQA Guidelines Sections 15061(b)(3) and 15378(a).

Sustainability Considerations: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The SPD helicopters were acquired through military surplus by the City in 1995 and are approximately 45 years old. Maintenance needs are becoming more frequent, given the age of the helicopters, and more costly due to limited availability of compatible components and parts. The remaining authorized purchasing authority for the Agreement is approximately \$138,769, however, SPD has identified \$192,000 in necessary maintenance and upgrades that must be completed by April 2015 in order to keep the aircraft functioning safely and efficiently. Staff believes it is prudent to extend, amend, and increase the current Agreement to meet the identified maintenance needs and make funds available for unidentified maintenance needs between now and April 2015, as the SPD prepares to initiate a competitive bidding process for future aircraft maintenance services.

Financial Considerations: The recommendation to authorize Supplemental Agreement No. 1 to City Agreement 2010-1012 will extend the agreement term to

April 30, 2015 and increase the contract amount by \$200,000 for a new total not-to-exceed amount of \$890,000. Sufficient funding is available in multiple operating grants administered by SPD, therefore, no additional General Fund resources are required to implement this action.

Local Business Enterprise (LBE): None.

CONTRACT SUPPLEMENT (Nonprofessional Services)

Project Title and Job Number: Helicopter Maintenance Services
Purchase Order #: 21586

Date:
Contract Supplement No.:

The City of Sacramento ("City") and Mather Aviation
("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2010-1012, including any prior contract supplements modifying the agreement (the agreement and contract supplements 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:

The Scope of Services is amended to include maintenance and repair services for the SPD's fixed-wing airplane. The Agreement term will be extended to April 30, 2015.

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 for payment of Contractor's fees and expenses, is Increased by 200,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$690,000</u>
Net change by previous contract supplements:	<u>0</u>
Not-to-exceed amount prior to this contract supplement:	<u>\$690,000</u>
Increase by this contract supplement:	<u>\$200,000</u>
New not-to exceed amount including all contract supplements:	<u>\$890,000</u>

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 the 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 and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement 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 of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk