

Meeting Date: 4/28/2015

Report Type: Consent

Report ID: 2015-00373

Title: Contract: Professional Services Agreement for Sacramento Summer Night Lights

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute a supplemental agreement with the ReIMAGINE Mack Road Foundation (Agreement Number 2014-1049) for the administration of the Sacramento Summer Night Lights Program in the Mack Road/Valley Hi and Oak Park neighborhoods for an amount not to exceed \$325,000, bringing the total agreement not to exceed amount to \$400,000.

Contact: Scott Pettingell, Police Administrative Manager, Fiscal Section, (916) 808-0909, Police Department

Presenter: None

Department: Police

Division: Office Of The Chief-Admin

Dept ID: 11001011

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Michael Fry

4/16/2015 1:58:02 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 4/9/2015 3:43:32 PM

Description/Analysis

Issue: On March, 17, 2015, the City Council appropriated \$400,000 to support the Sacramento Summer Night Lights (SSNL) violence and crime reduction program in the Mack Road/Valley Hi and Oak Park neighborhoods. The SSNL program will be held from May 30, 2015 through September 5, 2015 and is organized and administered by the Re-Imagine Mack Road Foundation (RMRF). To ensure that RMRF is able to kick-off the program at both locations by May 30th, an initial agreement of \$75,000 was entered into in April 2015. The proposed supplemental agreement will increase this agreement by \$325,000, for a total not-to-exceed amount of \$400,000. Due to the short time frame to plan, organize, and kick-off these events, RMRF has requested payment in advance of the performance of the services. The proposed agreement allows for up to \$380,000 to be paid to RMRF in advance. The remaining 5 percent, or \$20,000, will be withheld until RMRF provides a final financial and programmatic summary.

Policy Considerations: The proposed action is consistent with City Council direction to appropriate \$400,000 for the SSNL program on March 17, 2015 (Resolution 2015-0075) and Sacramento City Code, Chapter 3.64 (Contracts and Professional Services). In addition, staff has worked with RMRF to ensure that all proper insurances are in place as required.

Economic Impact: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This recommendation does not constitute a “project” and is therefore exempt from the CEQA process according to CEQA Guidelines Section 15378(b)(2).

Sustainability Considerations: Not applicable.

Commission/Committee Action: None

Rationale for Recommendation: The SSNL is a violence and crime reduction program based on a similar program founded in Los Angeles that is now in its 7th year and at 32 sites. The Los Angeles program was responsible for a 73 percent reduction in gang-related crimes, no homicides, and an estimated 84 percent reduction in gun shootings and aggravated assaults.

The first SSNL was organized and administered last year by RMRF within the Mack Road/Valley Hi neighborhood - one of the City's highest crime locations. The SSNL Program ran for 14 weeks, from May 30, 2014 to September 5, 2014.

The SSNL Program was designed for youth and their families, focusing on creating a safe environment within their neighborhood that fosters community togetherness and builds trust. Last year's SSNL Program ran Thursday through Saturday nights, traditionally nights with the highest crime rates. The SSNL Program offered activities for families and meals three nights a week. Organized sports, creative arts, parenting classes, healthy eating, peer-to-peer mentoring, and job creation for local youth are all integrated into the sponsored events. One of the most significant outcomes from the SSNL Program was the hiring and training of thirty-four teens and young adults from the Mack Road/Valley Hi neighborhood to help run the program. But for the alternatives offered by the SSNL Program, these teenagers and young adults were at-risk of joining and participating in gangs and gang violence.

When comparing 2013 and 2014 crime rates within the Mack Road/Valley Hi neighborhood, results show residential burglaries were down 48 percent, business robberies were down 50 percent, grand theft was down 51 percent, simple assaults were down 100 percent and homicides went down from three to zero.

Given the success of the 2014 SSNL Program, the City Council appropriated \$200,000 for RMRF to organize a 2015 SSNL Program in the Mack Road/Valley Hi neighborhood and an additional \$200,000 to expand the program into the Oak Park neighborhood. The Oak Park SSNL Program will mirror the Mack Road/Valley Hi SSNL Program, operating Thursday through Saturday over the same 14-week period.

To ensure RMRF had adequate time and resources to kick-off the program at both locations by May 30th, an initial agreement of \$75,000 was entered into in April. The supplemental agreement will increase the agreement amount by \$325,000 to a total of \$400,000. Given the time sensitivity of this program, the supplemental agreement stipulates that \$380,000 will be provided in advance of any services being offered. By the end of the agreement period, the RMRF will be required to provide a financial statement documenting the disbursement of the \$400,000. If the financial documents are properly reconciled and all expenditures are in accordance with the contract's terms and conditions, the final disbursement of \$20,000 will be processed. If RMRF does not expend all of the

\$400,000 by the end of the contract term or if funds are not properly accounted for, any remaining funds must be returned to the City.

Financial Considerations: There are adequate General Fund resources within the SSNL Multi Year Project (I11002100) to fund this supplemental agreement.

Local Business Enterprise (LBE) Program: A waiver of the LBE participation requirement was approved based on the fact that this is a sole source procurement.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Sacramento Summer Night Lights
Purchase Order #:

Date:
Supplemental Agreement No.:

The City of Sacramento ("City") and Re-Imagine Mack Road Foundation ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number _____, including any and all prior supplemental agreements modifying the agreement (the 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:

Payments will be made as follows:

- \$75,000 was made when the contract was executed
- \$305 will be made upon approval from City Council to increase the contract to \$400,000
- Final \$20,000 will be made upon completion of the Sacramento Summer Night Lights Program and reconciliation of all expenses

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 325,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	75,000
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	75,000
Increase/Decrease by this supplemental agreement:	325,000
New not-to exceed amount including all supplemental agreements:	400,000

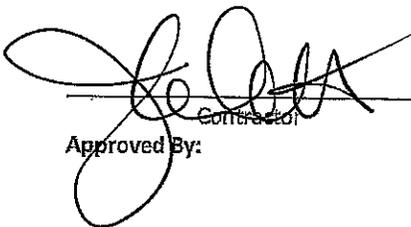
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect 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 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 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
Approved By:

 City Attorney



 Contractor
Approved By:

Attested To By:

 City of Sacramento

 City Clerk