

Meeting Date: 4/28/2015

Report Type: Consent

Report ID: 2015-00380

Title: Agreement: Supplemental Research Association Professional Services Agreement

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to enter into a supplemental agreement with Peace Officers Research Association of California (PORAC) in an amount not to exceed \$288,938 through November 30, 2016 for law enforcement research assistance.

Contact: James Beezley, Police Captain, Personnel Services, (916) 808-0854, Police Department

Presenter: None

Department: Police

Division: Office Of The Chief-Admin

Dept ID: 11001011

Attachments:

1-Description/Analysis

2-Supplemental PORAC Agreement

City Attorney Review

Approved as to Form

Michael Fry

4/16/2015 1:40:36 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 4/9/2015 3:44:05 PM

Description/Analysis

Issue Detail: Peace Officer Research Association of California (PORAC) wishes to enter into a two-year supplemental agreement with the Sacramento Police Department (SPD) to conduct research, provide education and training, and enhance the overall standards of professionalism for law enforcement. Under this Agreement, the SPD will be responsible for providing one Full-Time Equivalent (FTE) Police Officer to work with PORAC staff on a variety of projects.

Policy Considerations: The recommendations contained in this report are consistent with Sacramento City Code Section 3.04.202, which requires City Council approval to enter into agreements involving income of \$100,000 or more.

Economic Impacts: None

Environmental Considerations: None

California Environmental Quality Act (CEQA): This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a “project” as defined in Sections 15378 and 15061(b)(3) of the CEQA guidelines.

Sustainability Considerations: None

Commission/Committee Action: None

Rationale for Recommendation: The recommendations contained in this report are consistent with the SPD’s goal to *Make Sacramento the Safest Big City in California*.

Financial Considerations: The recommendation to authorize Supplemental Agreement No. 1 to City Agreement 2014-1003 will extend the agreement term to November 30, 2016 and increase the contract amount by \$288,938, for a new total not-to-exceed amount of \$433,407, which will be reimbursed by PORAC. While the agreement term is two years, upon mutual agreement between both parties, the agreement may be terminated after one year. Once the agreement term has expired, the police officer will return to his/her duties associated with his/her classification at SPD. There is no adverse impact on the SPD’s operating budget.

Local Business Enterprise (LBE): Not applicable.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: PORAC **Date:** 04/06/2015
Purchase Order #: _____ **Supplemental Agreement No.:** 1

The City of Sacramento ("City") and Peace Officers Research Association of CA (PORAC) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-1003, 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:

Scope of services will remain the same. Current contract expired 12/01/2014. The time of performance is extended by two years from 12/01/2014 to 11/30/2016, with an option to sever the agreement after one year upon agreement by both parties.

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 \$288,938, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$144,469
Net change by previous supplemental agreements:	\$0.00
Not-to-exceed amount prior to this supplemental agreement:	\$144,469
Increase by this supplemental agreement:	\$288,938
New not-to exceed amount including all supplemental agreements:	\$433,407

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