

Meeting Date: 4/28/2015

Report Type: Consent

Report ID: 2015-00395

Title: Supplemental Agreement: Law Enforcement Terrorism Prevention Training Services

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to authorize an amendment to City Agreement 2014-0021, increasing the amount by \$189,700, for a new not-to-exceed amount of \$293,300.

Contact: Dennis Joy, Police Lieutenant, Homeland Security, (916) 808-4532, Police Department

Presenter: None

Department: Police

Division: OES/HS

Dept ID: 11001411

Attachments:

1-Description/Analysis

2-Resolution

3-KIPP Supplemental Agreement

City Attorney Review

Approved as to Form

Michael Fry

4/16/2015 1:32:28 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 4/13/2015 10:25:15 AM

Description/Analysis

Issue: On January 7, 2014, City Council approved Resolution 2014-001, authorizing City Agreement 2014-0021 with Knowledge and Intelligence Program Professionals (KIPP) to provide law enforcement terrorism prevention-oriented training in the amount of \$103,600. The Sacramento Police Department (SPD) wishes to continue this training and is requesting City Council approval to amend the agreement with KIPP to increase the total by \$86,100 for a new not-to-exceed amount of \$189,700. The additional training courses to be provided include: 1) Terrorism Awareness/Fusion Center Outreach; 2) Terrorism Liaison Officer Basic; 3) Behavioral Threat Assessment; 4) Cyber Security and Hi-Tech Threats; and 5) Human Trafficking Awareness.

Policy Considerations: The recommendation contained in this report is consistent with Sacramento City Code (SCC) Section 3.56.290, which requires City Council approval to issue amendments that increase the agreement by more than \$25,000 when the original amount of the agreement was more than \$100,000 but less than \$250,000.

Economic Impact: None.

Environmental Considerations: This proposal does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) according CEQA guidelines Sections 15061 and 15378(a).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: This training fulfills a National Preparedness Goal (NPG) requirement to be inclusive of both the public and private sections in terrorism awareness training and satisfies the grant requirement to dedicate 25 percent of the award to support Law Enforcement Terrorism Prevention-oriented Activities (LETPA). It also supports multiple core capabilities within the five NPG mission areas of Planning, Prevention, Mitigation, Response, and Recovery.

Financial Considerations: This training will be funded with FY2013 UASI grant resources (G11011600) and will not have any adverse impact on the SPD’s operating budget. As Federal funding will support these expenditures, the SPD reviewed KIPP’s status with the Systems for Award Management (www.sam.gov) and confirmed this contractor is not barred, suspended, or excluded from participating in federally funded procurement actions.

Local Business Enterprise (LBE) Program: Not applicable. Title 28 of the Code of Federal Regulations, Part 66 prohibits federal grant recipients from providing in-State or geographic preference in the evaluation of bids or proposals.

RESOLUTION NO.

Adopted by the Sacramento City Council

April 28, 2015

AMENDMENT: KNOWLEDGE AND INTELLIGENCE PROGRAM PROFESSIONALS

BACKGROUND

- A. On January 7, 2014, City Council adopted Resolution 2014-0001 authorizing City Agreement 2014-0021 with Knowledge and Intelligence Program Professionals (KIPP) to provide law enforcement terrorism prevention-oriented training in an amount not to exceed \$103,600. The Sacramento Police Department wishes to continue this training and to increase the agreement by \$86,100 for a new not-to-exceed amount of \$189,700.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or the City Manager's designee, is authorized to amend City Agreement 2014-0021 to increase the amount by \$86,100, for a new not-to-exceed amount of \$189,700.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: FY2013 UASI Training **Date:** 03/01/2015
Purchase Order #: 0000023151 **Supplemental Agreement No.:** 1

The City of Sacramento ("City") and Knowledge and Intelligence Program Professionals ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0021, 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:

Contractor shall provide additional class presentations as follow:
 Two (2) - Basic Terrorism Awareness; Two (2) - Terrorism Liaison Officer Basic; Two (2) - Countering Violent Extremism;
 Two (2) - Behavioral Threat Assessment; Three (3) - Cyber Security and Hi-Tech Threats; and One (1) - Human Trafficking Awareness.

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 \$86,100, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$103,600</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$103,600</u>
Increase by this supplemental agreement:	<u>\$86,100</u>
New not-to exceed amount including all supplemental agreements:	<u>\$189,700</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 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

 City Attorney

Approved By:

 Contractor

Attested To By:

Approved By:

 City of Sacramento

 City Clerk