

Meeting Date: 5/12/2015

Report Type: Consent

Report ID: 2015-00382

Title: Supplemental Agreement: Public Outreach and Education Efforts for Proper Methods of Disposal of Fats, Oil & Grease

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 No. 2013-1131 with Crocker & Crocker to continue public outreach and education efforts regarding the proper disposal methods of fats, oils, and grease, in an amount not-to-exceed \$49,900, bringing the agreement's total not-to-exceed amount to \$107,980.

Contact: Jessica McCabe, Program Analyst, (916) 808-5921; Jessica Hess, Media & Communications Specialist, (916) 808-8260, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Public Affairs

Dept ID: 14001061

Attachments:

1-Description/Analysis

2-Background

3-FOG Supplemental Agreement

City Attorney Review

Approved as to Form

Joe Robinson

5/5/2015 3:03:04 PM

Approvals/Acknowledgements

Department Director or Designee: Mike Malone - 4/29/2015 12:44:15 PM

Description/Analysis

Issue Detail: In accordance with its Sewer Management Plan and the consent decree with the California Sportfishing Protection Alliance (CSPA), the Department of Utilities must continue its Fats, Oils, and Grease (FOG) outreach program. This program needs to be expanded to include additional outreach to rental properties, as well as continued education for residential customers and food service establishments. The use of consultant services provides essential flexibility in meeting these expanded outreach targets. The proposed supplemental agreement will continue the services of Crocker and Crocker with public outreach and education efforts regarding the proper disposal methods for fats, oils, and grease.

Policy Considerations: This recommendation in this report is in accordance with City Code Chapter 3.64, pertaining to the approval of supplemental agreements.

Economic Impacts: Not applicable

Environmental Considerations: Under the California Environmental Quality Act (CEQA) Guidelines, Section 15378, continuing administrative or maintenance activities do not constitute projects and are therefore exempt from CEQA review.

Sustainability: There are no sustainability impacts with this community outreach process.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The Department is requesting approval of this supplemental agreement to continue the public outreach and education efforts regarding the proper disposal methods for fats, oils, and grease. Approval of this agreement will allow for the continued services of Crocker and Crocker in assisting with the public outreach program that achieves consent decree requirements related to proper fats, oils, and grease disposal in the City of Sacramento.

Financial Considerations: The original agreement for Crocker and Crocker totaled \$58,080. This supplemental agreement for \$49,900 will bring the total contract to \$107,980. Sufficient funding exists within the Water Fund (Fund 6005) operating budget to pay the total contract costs.

Local Business Enterprise (LBE): Crocker and Crocker is a LBE located in the City of Sacramento.

Background

Crocker and Crocker has been under contract for FOG outreach services since December 9, 2013. This supplemental agreement for \$49,900 will bring the total contract amount to \$107,980.

In the first two years, Crocker and Crocker conducted focused outreach to restaurants and residential stakeholders to educate and increase fats, oils, and grease awareness. In year three, the public outreach program will focus on developing strong community partnerships that reach residential and commercial audiences, most notably, multi-family residential audiences. These activities will continue to meet the CSPA consent decree requirements related to proper fats, oils, and grease disposal in the City of Sacramento.

The outreach services provided by Crocker and Crocker continue to be a viable and cost-effective means of meeting outreach targets and CSPA consent decree requirements.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: FOG (Fats, Oils and Grease) - Community Outreach Engagement

Date: 4/6/15

Purchase Order #: 0000023018

Supplemental Agreement No.: 1

The City of Sacramento ("City") and Crocker and Crocker ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-1131, 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 will provide additional services for year 3 of the FOG public outreach program as described in the attached scope of work, which includes the budget for performance of these services through 12/31/2015.

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 / decreased by 49,900, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>58,080</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>58,080</u>
Increase/Decrease by this supplemental agreement:	<u>49,900</u>
New not-to exceed amount including all supplemental agreements:	<u>107,980</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