

Meeting Date: 4/5/2016

Report Type: Consent

Report ID: 2016-00365

Title: Supplemental Agreements: Crime Analysis Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute supplemental agreements with LexisNexis (2013-0098) to increase the total agreement not-to-exceed amount by \$244,714, from \$685,067 to \$929,781.

Contact: Justin Eklund, Police Captain, Office of the Chief, (916) 808-0800, Police Department

Presenter: None

Department: Police

Division: Crime Analysis

Dept ID: 11001331

Attachments:

1-Description/Analysis

2-Agreements

City Attorney Review

Approved as to Form

Michael Fry

3/29/2016 2:47:56 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 3/21/2016 9:12:06 AM

Description/Analysis

Issue: On June 18, 2013 the City Council authorized Agreement 2013-0098 with Bair Analytics (now known as LexisNexis) to provide crime analysis services. The original agreement estimates are insufficient to provide services through the end of the performance period which ends June 30, 2016. To continue services, the existing agreement not-to-exceed amount of \$685,067.45 needs to be increased by \$244,714.32 to \$929,781.77.

Policy Considerations: The recommendations contained in this report are consistent with City Code Section 3.56.290 requiring City Council approval of supplemental agreements greater than \$100,000.

Economic Impact: None.

Environmental Considerations: None.

California Environmental Quality Act (CEQA): This action concerns administrative and professional activities that will not have a significant impact on the environment, and therefore does not constitute a “project” as defined by the CEQA Guidelines, per Sections 15061(b)(3) and 15378(b)(2).

Sustainability Considerations: None.

Commission/Committee Action: None.

Rationale for Recommendation: The agreement with LexisNexis provides for the services of two crime analysts as well as licensing for analytics software. One of the analysts is responsible for coordinating a regional crime information sharing program designed to share crime data across jurisdictions in order to analyze trends, build crime pattern predictions, and execute regional response strategies. This regional analyst and the associated software costs are funded by a grant from the State of California that was previously approved by the City Council on October 27, 2015 (Resolution 2015-0331). The other analyst is responsible for conducting crime analysis services specific to the City of Sacramento. The services provided by LexisNexis to date have been instrumental in facilitating the dissemination and sharing of crime and statistical information to help monitor and combat criminal activity throughout the Sacramento region. This recommendation will allow for the services of the two crime analysts to continue through June 30, 2016.

Financial Considerations: The proposed supplemental agreements with LexisNexis will be funded by previously approved grant funding (G11006400-AB109) and the FY2015/16 SPD operating budget.

Local Business Enterprise (LBE): Not applicable as the original agreement for services was approved prior to the initiation of the LBE program.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: LEXISNEXIS (BAIR ANALYTICS)
Purchase Order#: 31558

Date: 2/15/16
Supplemental Agreement No.: 3

The City of Sacramento "City", and LEXISNEXIS (BAIR ANALYTICS) (Contractor), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0098 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:

Contract amount has been increased by \$68,000 as shown below and all other terms and conditions remain the same.

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 \$68,000 and the Agreement's maximum not-to-exceed amount is amended as follows:

Table with 2 columns: Description and Amount. Rows include Agreement's original not-to exceed amount (99,250.00), Net change by previous supplemental agreements (585,817.45), Not-to-exceed amount prior to this supplemental agreement (685,067.45), Increase by this supplemental agreement (68,000), and New not-to exceed amount including all supplemental agreements (753,067.45).

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.

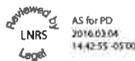
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Approved By: [Signature]
Project Manager
Contractor

City Attorney



Attested To By: [Signature]

Approved By:

City of Sacramento

City Clerk

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: LEXISNEXIS (BAIR ANALYTICS)
Purchase Order #: 31558

Date: 3/2/16

Supplemental Agreement No.: 4

The City of Sacramento ("City") and LEXISNEXIS (BAIR ANALYTICS) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0098, 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:

Contract amount has been increased by \$176,714.32 as shown below. All other terms and conditions remain the same.

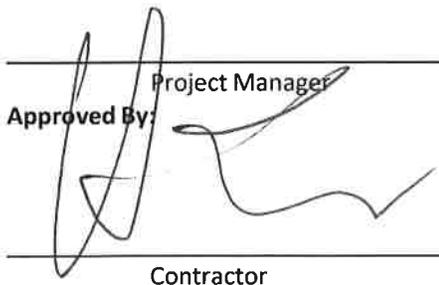
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased / by \$176,714.32, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	99,250.00
Net change by previous supplemental agreements:	653,817.45
Not-to-exceed amount prior to this supplemental agreement:	753,067.45
Increase/Decrease by this supplemental agreement:	176,714.32
New not-to exceed amount including all supplemental agreements:	929,781.77

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:

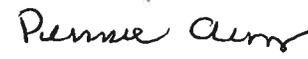
Approved As To Form By:

Approved By:  Project Manager
Contractor

City Attorney

Approved by
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Legal
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Approved By: _____
City of Sacramento

Attested To By: 

City Clerk