

**Meeting Date:** 4/19/2016

**Report Type:** Consent

**Report ID:** 2016-00311

**Title:** Supplemental Agreement: Rate Outreach Community Engagement Plan

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 2 to City Agreement No. 2015-1567 with Crocker & Crocker for an amount not-to-exceed \$41,218, bringing the agreement's total not-to-exceed amount to \$312,574, authorizing payment for additional services and extending the Rate Outreach Community Engagement Plan Agreement through April 30, 2016.

**Contact:** Bill Busath, Director, (916) 808-1434; Rhea Serran, Media & Communication Specialist, (916) 808-5594, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Public Affairs

**Dept ID:** 14001061

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement No. 2

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**City Attorney Review**

Approved as to Form

Joe Robinson

4/13/2016 9:03:43 AM

**Approvals/Acknowledgements**

Department Director or Designee: Mike Malone - 4/12/2016 7:43:50 AM

## Description/Analysis

**Issue Detail:** The Department of Utilities (DOU) recommends Council approve a supplemental agreement with Crocker & Crocker for support for additional public outreach and community engagement for the water, wastewater and storm drainage rate adjustments. The scope of work for the contract was planned to end on March 31, 2016. The proposed supplemental agreement extends this through the end of April to complete post rate adjustment public engagement and outreach work.

**Policy Considerations:** City Council approval is required for supplemental agreements that exceed the City Manager's delegated approval authority.

**Economic Impacts:** None

**Environmental Considerations:** Under the California Environmental Quality Act (CEQA) Guidelines (Section 15378(b)(2)), continuing administrative actions such as this do not constitute a project and are therefore exempt from review.

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

**Commission/Committee Action:** Not Applicable.

**Rationale for Recommendation:** In September 2015, DOU contracted with Crocker & Crocker for public outreach efforts to support proposed rate adjustments to fund a four-year capital improvement program. In November 2015, the agreement was amended to include printing and postage services for the Proposition 218 notice which is required by law. Approval of this second supplemental agreement will increase the agreement by \$41,218 for additional public outreach, advertising, media relations, weekly strategy meetings, and report and presentations, which the Contractor performed and participated in at the direction of City. To support post rate adjustment public engagement and outreach activities it is recommended to extend the terms of these services through the end of April 2016.

**Financial Considerations:** This supplemental agreement for an amount not-to-exceed \$41,218 brings the total not-to-exceed amount for this agreement with Crocker & Crocker to \$312,574. Sufficient funds are available in the DOU FY2015/16 operating budget.

**Local Business Enterprise (LBE):** Crocker & Crocker is an LBE.

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** Rate Outreach Community Engagement Plan

**Date:**

**Purchase Order #:**

**Supplemental Agreement No.:**

2

The City of Sacramento ("City") and Crocker & Crocker ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-1567, 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:

This supplemental agreement compensates Contractor for Contractor's performance of and participation in additional outreach activities, advertising, media relations, team meetings, and report and presentations, as directed by City and detailed in Attachment 1 attached hereto and incorporated by this reference, and extends the term of Contractor's services through April 30, 2016.

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 41,218, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>271,356</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>271,356</u>
Increase by this supplemental agreement:	<u>41,218</u>
New not-to exceed amount including all supplemental agreements:	<u>312,574</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