

Meeting Date: 4/26/2016

Report Type: Consent

Report ID: 2016-00311

Title: Supplemental Agreement: Rate Outreach Community Engagement Plan [Continued from 04/19/2016]

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

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 to augment City Agreement 2015-1567 with Crocker & Crocker (Contractor) for public outreach and community engagement support for the water, wastewater and storm drainage rate adjustments. The proposed supplemental agreement compensates Contractor for the cost of postage added to the scope of services by a prior supplemental agreement, and extends the contract term 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 the Contractor for public outreach and community engagement efforts to support proposed rate adjustments to fund a four-year capital improvement program. In November 2015, the agreement was amended by supplemental agreement to include printing and postage services for the Proposition 218 rate adjustment notice. These printing and postage services were added to the Contractor's scope of services to keep the project moving on schedule, because the City's on-call printing and postage vendors were not able to meet the City's outreach schedule. The prior supplemental agreement did not include any increase in the agreement cost, because at that time, staff anticipated that the additional printing and postage costs could be covered by deleting some outreach tasks, and switching the performance of some other tasks to City staff. However due in part to staff turnover which necessitated re-delegation of some tasks to Contractor, and in part to the identification of some additional outreach tasks that Contractor was directed to perform, it was possible to cover the Proposition 218 notice printing cost within the existing Agreement budget, but not the mailing cost. The proposed supplemental agreement increases the agreement by \$41,218, which is the cost of the postage for the Proposition 218 notice mailing, and also extends the term of services for a month, 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.:

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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 the City's proposition 218 mailing costs 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:	271,356
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	271,356
Increase by this supplemental agreement:	41,218
New not-to exceed amount including all supplemental agreements:	312,574

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

Crocker & Crocker

1614 19th Street
Sacramento, CA 95811-6704
Tel: 916-491-3161 Fax: 916-491-3160
crockercrocker.com



Rhea Serran
City of Sacramento Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

Invoice Date: April 19, 2016
Invoice Num: 1511 - 2

SAC DOU Rates Outreach Community Engagement Plan- PO 14001011 Contract # 2015-1567

Reimbursable Expenses:

<u>Description</u>	<u>Amount</u>
Postage for 181,849 Prop. 218	\$41,217.62

Total Expenses: \$41,217.62

Amount Due This Invoice: \$41,217.62



**City of Sacramento Department of Utilities: Rates Outreach
Direct Cost Memo
Invoice # 1511 – 2
April 19, 2016**

Prop 218

- Postage prepayment for 181,849 Prop 218 notices
 - Total postage prepayment-\$41,217.62

Memo

- Mail houses require prepayment for postage in advance of the mailing
- Final postage costs are determined **after** the post office processes each parcel
- The total postage cost may exceed or come in under the prepaid amount of \$41,217.62
- If the total postage cost comes in under the amount prepaid it will be credited back
- If the total postage cost exceeds the amount prepaid it will be added to the printing and processing invoice
- No printing or processing costs are included in this direct cost invoice and memo