



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01289

Consent Item 11

Title: Supplemental Agreement: San Diego Police Equipment Company

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute Supplemental Agreement No. 1 to City Contract 2014-1255 with San Diego Police Equipment Company in an amount not to exceed \$300,000, increasing the total contract not to exceed amount to \$800,000 through June 30, 2017 for the purchase of police ammunition.

Location: Citywide

Contact: Mike Bray, Deputy Chief, Office of Investigations, (916) 808-0800, Police Department

Presenter: None

Department: Police

Attachments:

- 1-Description/Analysis
- 2-San Diego Supplemental Agreement

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) has a sworn officer force of 759 Full Time Equivalent (FTE) positions, including academy trainees. As the SPD continues to fill vacant positions while adhering to training requirements, the need for associated equipment also increases. To ensure these requirements are fulfilled during Fiscal Year (FY) 2016/17, the SPD forecasts that the existing purchasing agreement for ammunition must be amended.

Policy Considerations: These recommendations are consistent with Sacramento City Code section 3.56.090 and AP-4001 which require City Council approval for agreements where the expenditure equals or is greater than \$100,000.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to section 15061(b)(3) of the CEQA Guidelines (no significant effect on the environment).

Sustainability: There is no sustainability consideration associated with this report.

Commission/Committee Action: Not applicable

Rationale for Recommendation: The City Council awarded a contract to San Diego Police Equipment Company, Inc., on December 9, 2014 for the purchase of firearm ammunition in an amount not to exceed \$500,000 through June 30, 2017.

The SPD has rigorous firearms safety training requirements, mandated by both the California Commission on Peace Officer Standards and Training (POST), and the Department, which includes Continuing Professional Training practices. The SPD's primary use of ammunition is for the implementation of these training requirements to enhance public and officer safety. As the SPD continues to rebuild and fill officer vacancies, the increase in training new and current officers has resulted in an unanticipated increase in ammunition purchases during the first year and a half of the contract. Due to the increase in ongoing firearm safety training, it is necessary to purchase an additional \$300,000 in ammunition to meet training requirements through FY 2016/17. Staff is recommending the contract not to exceed amount be increased by \$300,000 resulting in a new contract not to exceed amount of \$800,000.

Financial Considerations: Adequate funding is available in the Police Department FY16/17 operating budget for these purchases.

Local Business Enterprise (LBE): Not applicable to supply contracts over \$100,000.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Police Ammunition
Purchase Order #:

Date:
Supplemental Agreement No.: 2014-1255-1

The City of Sacramento ("City") and San Diego Police Equipment Co. Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-1255, 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 increases the contract not to exceed amount by \$300,000 for a total contract not to exceed amount of \$800,000. The scope of services and time of performance shall 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 \$300,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$500,000
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	\$500,000
Increase by this supplemental agreement:	\$300,000
New not-to exceed amount including all supplemental agreements:	\$800,000

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:

Project Manager

Approved By:

Contractor

Approved By:

City of Sacramento

Approved As To Form By:

City Attorney

Attested To By:

City Clerk