



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

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**File ID:** 2018-01688

December 18, 2018

**Consent Item 14**

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**Title:** Supplemental Agreement: Physical Performance Trainer Service

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to: 1) execute a supplemental agreement to City Agreement 2017-0059 for Physical Performance Trainer Services through December 31, 2020; and 2) increase the not-to-exceed amount of the agreement by \$97,200 for a new not-to-exceed amount of \$194,400.

**Contact:** David Risley, Police Captain, Training, Research and Development Division, (916) 808-2290, Police Department

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement

## Description/Analysis

**Issue Detail:** The Sacramento Police Department (SPD) has a policy that allows on-duty workout time for officers and dispatchers. This policy is supported by the labor agreement with the Sacramento Police Officer Association. Employees who participate in on-duty workout time are required to participate in the Physical Fitness Program (PFP) and must complete an annual fitness assessment to remain eligible for on-duty workout time. This program is coordinated by the SPD's Fitness Coordinator.

The Fitness Coordinator administers and manages the PFP, yearly fitness assessments, Incentive Pin Program, on-duty workout time and develops individualized specific fitness recommendations to assist employees in improving their overall health and fitness and/or successfully completing the yearly fitness assessment. The Fitness Coordinator also manages and maintains 10 SPD gym facilities, coordinates department health and wellness programs including but not limited to health fairs, health/fitness incentive programs and educational programs via variety of platforms. The duties also include providing database management and instruction through City provided web-based tools.

**Policy Considerations:** The recommendations contained in this report are consistent with City Code Section 3.56.290 which requires Council to execute a contract supplement that increases the contract amount to \$100,000 or more.

**Economic Impacts:** None

**Environmental Considerations:** Not applicable

**Sustainability:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** In October of 2016 the City of Sacramento issued a Request for Proposals (RFP) (No. P17111371001) for potential bidders to provide physical fitness training services. The bid was awarded to John Hansen based on qualifications/experience, proposal plan, price, and responsiveness to the RFP. The initial term of the agreement was two years with two optional one-year extensions, subject to satisfactory performance and the availability of funding. The agreement (2017-0059) was executed in January of 2017 for the first two-year term. The proposed supplemental agreement extends the term for the additional two years.

To ensure continuity of services for the health and fitness of SPD's employees, it is in the best interest of the City of Sacramento to extend the agreement with John Hansen by two years and increase the agreement by \$97,200.

**Financial Considerations:** Sufficient funding is available in the Los Rios Community College Vocational Training Program (E11006500) to execute the supplemental agreement. \_

**Local Business Enterprise (LBE):** John Hansen is not an LBE.

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:**

**Date:**

**Purchase Order #:**

**Supplemental Agreement No.:**

The City of Sacramento ("City") and \_\_\_\_\_ ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number \_\_\_\_\_, 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:
  
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 by \_\_\_\_\_, and the Agreement's maximum not-to-exceed amount is amended as follows:  
  
Agreement's original not-to-exceed amount: \_\_\_\_\_  
Net change by previous supplemental agreements: \_\_\_\_\_  
Not-to-exceed amount prior to this supplemental agreement: \_\_\_\_\_  
by this supplemental agreement: \_\_\_\_\_  
New not-to exceed amount including all supplemental agreements: \_\_\_\_\_
  
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