

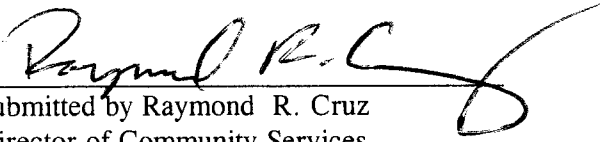


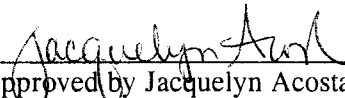
City of Carson

Report to Mayor and City Council

August 6, 2013
New Business Consent

SUBJECT: CONSIDER AUTHORIZING A PAYMENT AND AMENDING THE CITY OF CARSON'S CONTRACT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR PROFESSIONAL CROSSING GUARD SERVICES


Submitted by Raymond R. Cruz
Director of Community Services


Approved by Jacquelyn Acosta
Acting City Manager

I. SUMMARY

On April 17, 2012, the City Council awarded a three-year contract for professional crossing guard services to All City Management Services Inc. (ACMS) for a total cost of \$224,119.80, for the period July 1, 2012 through June 30, 2015, with two additional one-year extensions based on performance. The annual appropriation for the contract is \$74,706.60. This fiscal year, the budget was exceeded by \$12,839.34 due to unforeseen circumstances, such as an additional week of school instruction that was approved by the Los Angeles Unified School District (LAUSD) after the budget was approved, and the need for coverage due to leaves of absence by City staff. Tonight, staff is requesting that the City Council authorize payment of this shortfall. Additionally, staff is recommending that the contract be amended to allow the Contract Officer to exceed the annual budget up to \$25,000.00 for these types of unanticipated situations.

II. RECOMMENDATION

TAKE the following actions:

1. APPROPRIATE \$12,839.34 from the FY 2012/13 unreserved/undesignated general fund balance to All City Management Services, Inc. for outstanding invoices for crossing guard services.
2. APPROVE a contract amendment to permit the Contract Officer to exceed the contract amount by up to \$25,000.00, if necessary, for each year of the current contract.
3. AUTHORIZE the Mayor to execute the contract amendment following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

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IV. BACKGROUND

On April 17, 2012, a three-year contract, with two additional one-year extensions based on performance, was awarded to All City Management Services (ACMS) to provide professional crossing guard services effective July 1, 2012 through June 30, 2015 (Exhibit No. 1). At the beginning of Fiscal Year 2012/13, there were seven permanent locations staffed by ACMS, each providing four hours of crossing guard service per day.

The resignation of a City crossing guard in December increased the number of permanent locations serviced by ACMS from seven to eight. In October, another City crossing guard required medical leave which necessitated her work site to be assigned to ACMS for coverage. There were numerous other leaves of absence due to health and medical issues of current City crossing guards that required reassignments to the contractor for coverage. In addition, LAUSD restored five days of instruction at the end of the school year that the City was not aware of until May. These unforeseen circumstances were factors that resulted in a shortfall of \$12,839.34 in the contract for Fiscal Year 2012/13.

Tonight, staff is requesting that the City Council appropriate \$12,839.64 to fund these additional costs. Though staff is committed and will make every effort to keep this contract within its approved contract amount, staff is also requesting a contract amendment that would permit the Contract Officer to exceed the contract amount by up to \$25,000.00 in the event of any unanticipated circumstances, such as coverage due to leaves of absence, future retirements of City crossing guards, additional LAUSD approved instruction days, or additional warrants for adult crossing guard assignments that Council may authorize during the remaining term of the contract.

V. FISCAL IMPACT

Funds for this contract were included in the FY 2012/13 budget; however, the contract amount of \$74,706.60 was exceeded this year by \$12,839.34. Should the City Council approve staff's request, funds would be appropriated from the FY 2012/13 unreserved, undesignated general fund balance to account 01-90-930-133-6005. Should the City Council approve staff's recommendation to permit the Contract Officer to exceed the contract amount by up to \$25,000.00 for any unanticipated circumstances, additional funds will be budgeted to cover the increased contract amount.

VI. EXHIBITS

1. Council Minutes, April 17, 2012. (pg. 4)
2. First Amendment Contract Agreement between City of Carson and All City Management Services. (pgs. 5-9)

Prepared by: Virginia M. Aguada, Sr. Administrative Specialist

TO: Rev06-19-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by City Council

Date _____ Action _____

ITEM NO. (12) CONSIDER AWARDING A CONTRACT WITH ALL CITY MANAGEMENT SERVICES, INC. TO PROVIDE PROFESSIONAL CROSSING GUARD SERVICES FOR THE CITY OF CARSON (PUBLIC SERVICES)

RECOMMENDATION for the City Council:

TAKE the following actions:

1. AWARD a three-year contract to All City Management Services to provide professional crossing guard services for the City of Carson for a total cost of \$224,119.80, for the period ~~July 1, 2012 through June 30, 2015~~, with two additional one-year extensions based on performance.
2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

ACTION: Upon a further review of the proceedings of the meetings of the City Council and Carson Successor Agency, it was noted that, while there was a motion to approve Council New Business Consent Item Nos. 6, 8, 9, 12, 13 and Successor Agency New Business Consent Calendar Item No. 1, there is no indication that such motion received a second. However, the vote to approve these consent items was unanimous and, pursuant to Carson Municipal Code § 2418, the lack of a second does not prevent the motion from being adopted because no action of the City Council shall be invalidated, or the legality thereof otherwise affected, by the failure or omission to observe or follow [Robert's] Rules.

EXHIBIT NO. 1



FIRST AMENDMENT TO
CONTRACT SERVICES AGREEMENT TO PROVIDE
CROSSING GUARD SERVICES FOR THE CITY OF CARSON, CALIFORNIA
BY ALL CITY MANAGEMENT SERVICES, INC.

This First Amendment to that certain Contract Services Agreement, dated as of July 1, 2013 ("First Amendment"), is made and entered into this 6th day of August, 2013, by and between the City of Carson, a general law city & municipal corporation (City), and All City Management Services, Inc., a California corporation ("Contractor").

WHEREAS, the City and Contractor previously entered into **Contract Services Agreement for Crossing Guard Services** dated as of July 1, 2012 ("Agreement"); and

WHEREAS, the City desires to continue the services of Contractor beyond the term of such Agreement in order to perform certain additional services within the scope of services defined in such Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Additional Services, Section 1.7 of the Agreement, and Exhibit "C" thereto, are hereby amended to read, in their entirety, as follows and as attached as Exhibit "C":

"City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement. Any increase in compensation of up to \$25,000.00; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services are reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

Section 2. Term & Extended Term(s), Section 3.4. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until from and after August 6, 2013 and for twenty-four (24) consecutive calendar months thereafter. City reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement, upon the same terms and conditions set forth herein, for up to a maximum of two (2) one-year extended terms (an "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or

EXHIBIT NO. 2



any Extended Term of this Agreement not less than forty-five (45) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

Section 3. Except as expressly amended by this First Amendment, all other terms, conditions, and obligations of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the August 6, 2013.

[SIGNATURES ON NEXT PAGE]



"CITY"


CITY OF CARSON, a general law city &
municipal corporation

Mayor Jim Dear

ATTEST:

City Clerk Donesia L. Gause, CMC

APPROVED AS TO FORM:



City Attorney

CONTRACTOR:

ALL CITY MANAGEMENT SERVICES, INC.,
a California corporation

By: _____
Name: Baron Farwell
Title: General Manager
Address: 10440 Pioneer Blvd., Suite #5
Santa Fe Springs, CA 90670

By: _____
Name: Demetra Farwell
Title: Corporate Secretary
Address: 10440 Pioneer Blvd., Suite #5
Santa Fe Springs, CA 90670

[END OF SIGNATURES]



EXHIBIT "C"

SCHEDULE OF COMPENSATION

C.1. For the services required herein, the Contractor shall be paid the following:

C.1.1. Contractor will provide **Permanent** and/or **Relief Crossing Guard Services** for all Crossing Guard positions specified by the Contract Officer. All Crossing Guards utilized by Contractor would be employees of Contractor and covered by Contractor's Workers' Compensation Insurance and General Liability Insurance.

C.1.2. Contractor will bill the City of Carson for Permanent Crossing Guard Services at a rate of Thirteen Dollars and Ninety-nine Cents (**\$13.99**) per hour, per guard. Permanent Crossing Guard sites would be any such sites designated by the Contract Officer for the duration of this Agreement.

C.1.3. Relief Crossing Guard Services for the City of Carson will continue to be divided into two components, coordination and supervision as one component and staffing the second component. Coordination and Supervision covers the process and cost of a supervisor and administrative support for recruitment, hiring, training, and staffing Relief Guards for the Carson Crossing Guard program.

C.1.4. The fee for coordination and supervision is four (4) hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. For any Relief Staffing Services provided, Contractor will bill the City a minimum of two (2) hours per actual location staffed. **The cost for coordination and supervision shall be absorbed by the Contractor.**

C.1.5. Wherever possible, Contractor shall make every effort to recruit, hire, train, and staff Crossing Guards for the Carson Crossing Guard program from current residents of the City of Carson.

