



City of Carson Report to Mayor and City Council

March 16, 2011
Unfinished Business

SUBJECT: CONSIDER A 9-MONTH CONTRACT EXTENTION FOR JAY'S CATERING TO PROVIDE CATERING SERVICES AT THE CONGRESSWOMAN JUANITA MILLENDER-MCDONALD COMMUNITY CENTER

Submitted by Raymond R. Cruz
Public Services General Manager

Approved by Clifford W. Graves
Interim City Manager

I. SUMMARY

At its January 18, 2011, meeting, the City Council considered staff's recommendation for a new vendor to provide catering services at the Congresswoman Juanita Millender-McDonald Community Center at Carson. After deliberation, the City Council determined to extend the contract of the Community Center's current caterer, Jay's Catering, for an additional nine months (Exhibit No. 1), while awaiting the outcome of the on-going efficiency study of the Community Center operations (and any recommendations regarding catering services that may result from that study). Tonight, the proposed contract extension is before the City Council for its approval (Exhibit No. 2).

II. RECOMMENDATION

APPROVE Amendment Number 2 of the contract with Jay's Catering to provide catering services at the Congresswoman Juanita Millender-McDonald Community Center, for the period January 18, 2011 through October 21, 2011.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On November 18, 2008, the City Council approved a nineteen (19)-month contract extension with Jay's Catering to provide catering services at the Community Center. The extension was granted due to the economic downturn which began in the summer of 2008. The nineteen (19)-month contract extension was intended to allow time for the economy to stabilize and provide consistency in the city's catering operations during the recovery period.

On July 27, 2010, requests for proposals (RFP) to provide exclusive catering services at the Community Center were issued to the public, and mailed directly to nineteen (19) prospective vendors. On September 30, 2010, the City Clerk received three proposals, one from Jay's Catering, the current vendor, and the others from Choura Events and Elegant Affair Catering. Those proposals were

carefully evaluated by a team led by the City Manager. After the initial evaluation, the team eliminated Elegant Affair and submitted Jay’s Catering and Choura Events as the finalists to the City Council at its December 21, 2010, meeting. The City Council approved staff’s recommendation that the two vendors respond to further questions, and make a “last, best, and final” proposal for the catering contract.

After receiving both the answers to the questions and each company’s best proposal, the evaluation team recommended that a new catering contract be awarded to Choura Events Catering. This recommendation was presented at the January 18, 2010, City Council meeting.

After deliberation, the City Council voted to extend the contract of the Community Center’s current caterer, Jay’s Catering, for an additional 9-months. Given the City Council’s action and its reference to the on-going and in-depth evaluation of the operations at the Community Center being conducted by the consulting firm, Management Partners, a long-term catering contract has been deferred pending receipt of the recommendations of Management Partners regarding the Community Center’s operations. Tonight, the City Council is asked to approve the contract amendment for a 9-month extension to the Jay’s Catering contract.

V. FISCAL IMPACT

By utilizing the average monthly revenues Jay’s Catering received during the last two calendar quarters of 2010, it is estimated that the City of Carson will receive a total of \$227,340.00 in revenue, or \$25,260.00 per month.

VI. EXHIBITS

1. Minutes, January 18, 2011, Item No. 22. (pg. 4)
2. Amendment Number 2 of the Contract with Jay’s Catering. (pgs. 5-7)

Prepared by: Raymond R. Cruz, Public Services General Manager

TO:Rev010511

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by City Council	
Date _____	Action _____

ITEM NO. (22) CONSIDER AWARDING AN EXCLUSIVE CATERING SERVICES AGREEMENT TO CHOURA EVENTS CATERING FOR A FIVE (5)-YEAR TERM COMMENCING ON FEBRUARY 15, 2011 (CITY MANAGER)

RECOMMENDATION for the City Council:

1. APPROVE a five (5)-year contract services agreement for exclusive catering services at the Congresswoman Juanita Millender-McDonald Community Center at Carson with Choura Events Catering, for a term commencing February 15, 2011 and concluding on February 15, 2016, and AUTHORIZE the Mayor to execute the same following approval as to form by the City Attorney.

ACTION: It was moved to extend the contract with Jay's Catering for nine (9) months on motion of Dear, seconded by Ruiz-Raber and carried by the following vote:

Ayes: Mayor Dear, Mayor Pro Tem Santarina, Council Member Davis-Holmes, and Council Member Ruiz-Raber

Noes: Council Member Gipson

Abstain: None

Absent: None

AMENDMENT NO. 2 TO AGREEMENT FOR CATERING SERVICES

THIS AMENDMENT NO. 2 to that certain AGREEMENT FOR CATERING SERVICES ("Second Amendment"), is entered on January 18, 2011, by and between the City of Carson, a general law city & municipal corporation ("City") and MASTROIANNI FAMILY ENTERPRISES, LTD., a California Limited Partnership d/b/a JAY'S CATERING ("Caterer").

RECITALS

WHEREAS, on or about November 22, 2003, the City and Caterer entered into that certain Agreement For Catering Services ("Agreement") for the provision, by Caterer, of exclusive catering services for conferences, business meetings, banquets, trade shows, weddings, receptions, private parties, benefits and other functions held at the Congresswoman Juanita Millender McDonald Community Center at Carson requiring such services, including food and beverage sales, food setups, serving and clean-ups;

WHEREAS, on or about November 22, 2008, the City and Caterer entered into that certain Amendment No. 1 to Agreement For Catering Services ("First Amendment") for Caterer, to continue to provide exclusive catering services for conferences, business meetings, banquets, trade shows, weddings, receptions, private parties, benefits and other functions held at the Congresswoman Juanita Millender McDonald Community Center at Carson requiring such services, including food and beverage sales, food setups, serving and clean-ups through an extended term of June 30, 2010;

WHEREAS, City recently completed a competitive process of soliciting and evaluating proposals from interested caterers for the provision exclusive catering services for conferences, business meetings, banquets, trade shows, weddings, receptions, private parties, benefits and other functions held at the Congresswoman Juanita Millender McDonald Community Center at Carson requiring such services, including food and beverage sales, food setups, serving and clean-ups for a new term of five (5) calendar years;

WHEREAS, City has currently engaged the services of a consultant to evaluate the operations and activities of various City activities, with an eye towards improving the efficiency by which City services are delivered to the community; and

WHEREAS, City's consultant is presently evaluating the operations and activities at the Congresswoman Juanita Millender McDonald Community Center at Carson, with an eye towards improving the efficiency at this facility, and while this analysis is not complete, it is likely that City's consultant could make recommendations about the method and manner that City contracts for exclusive catering and related services at such facility; and

WHEREAS, pending completion of such study and analysis, and City's considerations of any recommendations resulting therefrom City's City Council



determined not to award a new five (5) year exclusive catering contract, but to extend the term of the Agreement, as amended, for a additional nine (9) consecutive calendar months, commencing on and after January 18, 2011 and concluding at the close of business on October 21, 2011, all upon the terms and conditions set forth in the Agreement, as amended.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions herein contained, the parties hereto do further amend the Agreement, as amended, as follows:

1. **Section 9 of the Agreement, entitled "Term"** is hereby amended, in its entirety, to read as follows:

"9. **Term.** This Agreement shall become effective on April 14, 2004 and shall continue through the close of business on October 21, 2011 ("term")."

2. **Preservation of the Agreement as Amended.** Except as expressly amended by this Second Amendment, all of the provisions of the Agreement, as amended, shall remain unaltered and in full force and effect.

3. **Corporate Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective as of the date first set forth hereinabove.

CITY OF CARSON

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

City Attorney



MASTROIANNI FAMILY ENTERPRISES
LTD. dba JAY'S CATERING

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

[END OF SIGNATURES]

