



CITY COUNCIL STAFF REPORT

DATE: JANUARY 2, 2013 CONSENT CALENDAR

SUBJECT: APPROVAL OF AMENDMENT NO. 5 TO CONTRACT SERVICES AGREEMENT WITH MAXWELL SECURITY FOR SECURITY SERVICES AT CITY-OWNED FACILITIES (AGREEMENT NO. A5630)

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY:

This action is to approve an amendment to the contract services agreement with Maxwell Security Services Inc. ("Contractor") to expand their current contract to include monitoring services at the "Downtown Palm Springs" surface parking lot (former Desert Fashion Plaza site) and City parking structure.

RECOMMENDATION:

1. Approve Amendment No. 5 to the Contract Services Agreement for Unarmed Security Services at City-owned facilities (Agreement No. A5630) to include additional security services for the Downtown Palm Springs surface parking lot and parking structure;
2. Authorize the City Manager or his designee to execute all the necessary documents.

BACKGROUND:

Currently the City has an agreement with Contractor for unarmed uniformed security services to patrol, monitor and report on activities at the Palm Springs Train Station, the Downtown Parking Structure at 275 S. Indian Canyon Drive, the Library and Skate Park.


The current contract services agreement was originally made and entered into on February 4, 2009 with an initial term of three (3) years and two (2) options to extend the contract by one (1) year. In February 2012, the City exercised the first option to extend the contract and in December 2012, the City notified the contractor of its desire to

extend the contract for the final year option, during which time the City will issue a Request for Proposals (RFP) for security services under the Procurement Ordinance.

Maxwell Security Services Inc. has been providing security services at the Downtown Palm Springs surface parking and City parking structure since November 16, 2012 on an interim agreement. This action would add it to the overall contract under the same terms as the other work.

FISCAL IMPACT:

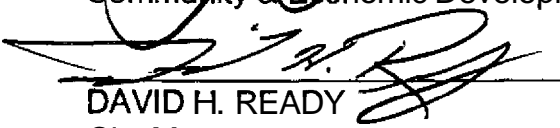
The cost to increase the service contract with Maxwell Security Services Inc. (Contractor) to include patrolling, monitoring and reporting on the Downtown Palm Springs surface parking and City parking structure is \$3,000 per month not to exceed \$36,000 per year. The source of funding will be from part of the overall Measure J Special Cost Items allocation.



John S. Raymond, Director of
Community & Economic Development



Diana Shay
Redevelopment Coordinator



DAVID H. READY
City Manager

Tom Wilson
Assistant City Manager

Attachments:

- - Amendment No. 5 to the Contract Services Agreement for Un-Armed Security Services (Agreement No. A5630)

**AMENDMENT NO. 5
TO
CONTRACT SERVICES AGREEMENT
FOR UN-ARMED SECURITY SERVICES
(Agreement No. A5630)**

THIS FIFTH AMENDMENT to the Contract Services Agreement No. **A5630** for security services is made and entered into to be effective on the date that the City Manager executes this Agreement by and between the City of Palm Springs, a California charter city and municipal corporation (hereinafter referred to as the City), and Maxwell Security Services, Inc. (hereinafter referred to as the Contractor) (collectively, the "Parties").

RECITALS

- A. City and Contractor previously entered into a contract services agreement for un-armed uniformed security services at the Palm Springs Train Station located at 6001 Garnet Station Road which was made and entered into on February 1, 2008, amended on July 25, 2008 and expired on January 31, 2009. Said agreement and amendment is declared void.
- B. City and Contractor previously entered into a contract services agreement for un-armed uniformed security services at the Palm Springs Train Station located at 6001 Garnet Station Road, which was made and entered into on February 4, 2009 in the amount of \$34,800 per year.
- C. Section 1.8 of the Agreement provides that the Agreement may be amended at any time with the mutual written consent of the Parties for Additional Services.
- D. City and Contractor previously amended the Agreement to add un-armed uniformed security guard services for the Palm Springs Library and the Downtown Parking Structure, which commenced on July 1, 2009 (Amendment No. 1, as approved by City Council June 24, 2009), for the hourly rate of \$18 and in the annual amount not to exceed \$34,632 per year at the Library and \$21,060 at the Parking Structure.
- E. City and Contractor previously amended the Agreement to add un-armed uniformed security guard services at the Skate Park which commenced on October 14, 2009 for the hourly rate of \$18. Most recent amendments (Amendment No. 3, as approved by City Council July 7, 2010) to the scheduled coverage is for 28.5 hours per week for 39 weeks between September through May and 24.5 hours per week for 13 weeks for June through August in the annual amount not to exceed \$25,740 per year.
- F. City and contractor previously amended the Agreement under Amendment No. 4 to restate and clarify the total compensation and schedule of performance.
- G. City and Contractor desire to amend the agreement (Amendment No. 5) to add un-

armed uniformed security guard services for the Downtown Palm Springs (former Desert Fashion Plaza) surface parking lot and parking structure, which commenced on November 9, 2012, for the monthly rate of \$3,000 and in the annual amount not to exceed \$36,000 per year.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Exhibit "C" of the Agreement, entitled "Schedule of Compensation": is hereby amended to read as follows:

"Total Compensation":

Total compensation for services provided hereunder is based on a fixed monthly patrol rate for the Train Station of \$2,900 and an hourly rate of \$18.00 for unarmed security guard services at the Library, Parking Structure and Skate Park for a total not to exceed \$152,232 per year, broken down as follows:

Breakdown:

Train Station = \$2,900 per month, or \$34,800 per year (fixed monthly rate)

Library = \$2,886 per month, or \$34,632 per year (based on schedule of performance outlined in Exhibit "D" at hourly rate of \$18) to be billed at a flat monthly rate of \$2,886.

Downtown Parking Structure = \$1,755 per month, or \$21,060 per year (based on schedule of performance outlined in Exhibit "D" at hourly rate of \$18) to be billed at a flat monthly rate of \$1,755.

Skate Park = \$25,740 per year (\$20,007 during "in season" over 39 weeks from September to May and \$5,733 during "off-season" over 13 weeks from June through August

Downtown Palm Springs = \$3,000 per month, or \$36,000 per year (fixed monthly rate)

2. Amendment to Exhibit "D" of the Agreement, entitled "Schedule of Performance": Exhibit "D" of the Agreement, is hereby amended to read as follows:

"Schedule of Performance":

Services at the Palm Springs Train Station shall be provided seven days per week unless otherwise noted as follows:

Amtrak Train Operations

Security coverage will be typically provided on Wednesday, Friday, and Sunday of each week based on the train schedule as provided by Amtrak. It is the contractor's responsibility to contact Amtrak Dispatch to ascertain the actual arrival of the train. For the purposes of this contract, security coverage begins one hour prior to the train's scheduled

arrival and ends 15 minutes after its departure from the Facility. Contractor shall provide patrol services in conjunction with Amtrak's arrival schedule at the station.

Bus Operations

Contractor shall provide ongoing security to monitor and report on activities related to bus services at the train station. The daily bus schedule is as follows unless otherwise specified schedules are seven days per week:

9:50 a.m.	West Bound
11:00 a.m.	East Bound
3:00 p.m.	West Bound
3:30 p.m.	East Bound
5:45 p.m.	West Bound
8:45 p.m.	West Bound
9:00 p.m.	East Bound
1:55 a.m.	East Bound

Services at the Palm Springs Library shall be Tuesday 11 am to 8 pm (9 hrs) and Wednesday through Saturday 11 am to 6 pm (7 hrs); closed Sunday and Monday.

**Compensation will be at \$18/hour if additional hours are required*

Services at the Downtown Parking Structure shall be Thursday through Saturday 9 pm to 2:30 am (5.5 hrs per day)

**Compensation will be at \$18/hour if additional hours are required*

Services at the Skate Park shall be Sunday through Thursday 4:30 pm to 8 pm (3.5 hrs) and 4:30 pm to 10 pm (5.5 hrs) Friday and Saturday or 28.5 hours per week for 39 weeks from September through May (in-season) and 6:30 pm to 10 pm daily or 24.5 hours per week for 13 weeks from June through August (off-season)

**Compensation will be at \$18/hour if additional hours are required*

Services at the Downtown Palm Springs surface parking lot and parking structure shall consist of five (5) patrol checks per day, seven days per week, 52 weeks per year.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

"CITY"

CITY OF PALM SPRINGS,

a California charter city and municipal corporation

ATTEST:

By: _____

James Thompson, City Clerk

By: _____

David H. Ready, City Manager

Date _____

APPROVED AS TO FORM:

By: _____

Douglas H. Holland, City Attorney

Prepared **and** Reviewed by:

By: _____

John S. Raymond, Director of
Community and Economic Development

[SIGNATURES CONTINUED ON NEXT PAGE]

"CONTRACTOR"

MAXWELL SECURITY SERVICES, INC.,

a California corporation

CONTRACTOR: Check one: Individual Partnership Corporation

Corporations require two notarized signatures: One from each of the following: A. Chairman of Board, President, or any Vice President: AND B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

State of _____ }

State of _____ }

County of _____ }ss

County of _____ }ss

On _____ before me,

On _____ before me,

personally _____ appeared

personally _____ appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature: _____

Notary Signature: _____

Notary Seal:

Notary Seal:

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