



## CITY COUNCIL STAFF REPORT

DATE: June 17, 2009

CONSENT AGENDA

SUBJECT: CANCEL AGREEMENT #5224 WITH INTERNATIONAL SERVICES AND APPROVE AMENDMENT TO MAXWELL SECURITY AGREEMENT #5630 TO ADD UNARMED SECURITY GUARD SERVICES AT THE LIBRARY AND PARKING STRUCTURE

FROM: David H. Ready, City Manager

BY: Library and Procurement

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### SUMMARY

The City awarded an agreement to International Services, Inc. in 2006 to provide unarmed security guard services at three City owned facilities. The City was notified in early May that the company had abandoned its services, was no longer paying its employees and was in bankruptcy. This action would cancel the agreement with International Services, Inc. and would amend our current agreement with Maxwell Security for unarmed security guard services at the Train Station to add the Library and Parking Structure to expedite continuation of these services for the safety of the citizens and patrons of each facility.

### RECOMMENDATION:

1. Cancel Agreement No. A5224 with International Services;
2. Approve Amendment No. 1 to Agreement No. A5630 with Maxwell Security to add unarmed security guard services for the hourly rate of \$18.00 at the Library in the estimated amount of \$33,696 per year and at the Downtown Parking Structure in the amount of \$21,060 per year (hours subject to change);
3. Authorize the City Manager to execute all necessary documents. A5224 and A5630.

### STAFF ANALYSIS:

The City was notified on May 5, 2009 that the current contractor, International Services, Inc. had abandoned its services to the city, was no longer paying its employees and was in bankruptcy.

In an effort to expedite the replacement of these services for the safety of the patrons of each facility, the Procurement Manager and City Attorney concluded that it is in the best interest of the City to amend the recently awarded contract (that was based on a full RFP competitive process) for unarmed patrol services at the Train Station with local Palm Springs based Maxwell Security (Agreement #5630, awarded by Council 2/4/09) for unarmed security guard services at the Library and Parking Structure. Section 1.8 of the Agreement provides that it may be amended at any time with the mutual written consent of the parties for additional services.

Fritz Maxwell, President and CEO of Maxwell Security, has visited each facility and has met with the Director of Library Services, Barbara Roberts, as well as Police Lieutenant Dennis Graham, to discuss and review the issues that are unique to each facility. Maxwell Security had previously provided security services at the Parking Structure and is prepared to commence service immediately at both facilities.

The compensation is based on an hourly rate of \$18, reduced by Maxwell from their standard hourly rate of \$19, in an effort to assist the City during these difficult financial times. International Services had been charging the city \$16.41, however it should be noted that rate had been in place since the inception of the contract 3 years ago and was due to be increased, had they not gone out of business. Based on the new schedule effective June 15th for the Library would be \$2808 per month, or \$33,696 per year. For the Downtown Parking Structure it would be \$1,755 per month, or \$21,060 per year.

**FISCAL IMPACT:**

FY 09-10 funds are budgeted for this expense in 2710-43200 (Library, Contractual Services) and 4464-43200 (Structure Maintenance, Contractual Services).

  
\_\_\_\_\_  
Thomas Wilson, Assistant City Manager

  
\_\_\_\_\_  
David H. Ready, City Manager

  
\_\_\_\_\_  
Barbara Roberts, Director of Library Services

  
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Craig Gladders, Procurement Manager

**Attachments:**

- 1) Amendment #1

**AMENDMENT NO. 1  
TO  
CONTRACT SERVICES AGREEMENT  
FOR UN-ARMED SECURITY SERVICES  
(Agreement No. 5630)**

THIS FIRST AMENDMENT to the Contract Services Agreement No. 5630 for un-armed security services is made and entered into to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2009 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 unarmed uniformed security services at the Palm Springs Train Station located at 6001 Palm Springs Station Road, which was made and entered into on February 4, 2009 (the "Agreement") in the amount of \$34,800 per year.

B. 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.

C. City and Contractor desire to amend the Agreement to authorize Contractor to perform additional services for the hourly rate of \$18.00 at the Palm Springs Library in the estimated amount of \$33,696 per year and at the Downtown Parking Structure in the estimated amount of \$21,060 per year (hours subject to change).

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

**AGREEMENT**

1. Amendment to Section 1.1, Exhibit "A" of the Agreement, entitled "Scope of Services". Exhibit "A" of the Agreement is hereby amended to include the following additional services, which shall read as follows:

**SCOPE OF WORK:** Contractor shall provide all services, supervision, uniforms, supplies, materials, equipment and transportation necessary to provide unarmed security guard services for the City of Palm Springs Library and Downtown Parking Structure.

This contract is for unarmed security guard services only. No firearms of any kind will be allowed. The City does not require, nor will it prohibit, guards carrying hand-cuffs, batons, mace or pepper spray. The City will not accept any liability associated with the use of such items by a contractor's employees. However, a contractor may wish to furnish their employees with such items for their own protection and therefore the contractor shall accept full responsibility for the proper training and licensing requirements of the State of California and all liability associated with the use of such items.

The primary responsibility of the unarmed security guard service is to "observe and report" as defined by the State Bureau of Security and Investigative Services. Security guards are to call for Police assistance whenever the situation warrants.

**Qualifications of Assigned Security Officers:** The contractor agrees to be responsible for and shall provide supervision of the security officers working under this contract. The contractor shall ascertain that all of its security officers meet and abide to the following requirements:

- Security Officers must be of good integrity and character.
- Security Officers must be high school graduates or equivalent.
- Security Officers must not have a prior criminal record and successfully passed a criminal history background check through the California Department of Justice (DOJ). The City of Palm Springs Police Department may, at its sole discretion and at the Police Department's expense, run an additional background check through the Federal Bureau of Investigation (FBI).
- Security Officers must successfully complete contractor's and State of California's training requirements.
- Security Officers must have a valid driver's license.
- Security Officers must wear a neat and clean uniform with name tag or badge identifying the Officer at all times while on duty.
- Security Officers must carry Nextel communications equipment supplied by the contractor at all times while on duty, allowing them to call the contractor's main dispatch center, the Palm Springs Police dispatch center, or 911 in case of an emergency at any time.

Each security officer shall clearly understand his or her specific duties and the specific limitations of their roles as security officers. Security officers shall exercise good judgment at all times and present themselves in a professional manner. Security officers should have excellent interpersonal and verbal skills. The ability to speak and understand Spanish is preferable.

Officers shall conduct themselves at all times in a manner that is openly helpful, courteous and welcoming towards all patrons, staff, vendors, and visitors. However, officers shall avoid inappropriate and/or excessive socializing with patrons, staff, vendors and other officers while on the premises. Officers shall not read any newspapers, magazines, or view any other type of non-security related materials while on duty. Officers shall be prohibited from the following activities while on duty: making personal phones calls, except while on break and off the premises, and use of private or public computers for internet access.

When dealing with problem behavior situations-including angry and verbally abusive patrons, the officers shall maintain and project a calm and courteous attitude. All officers should remember that the patron is always welcomed; however, problematic behavior is not welcomed.

**Daily Reports to be Provided for Each Facility:** A "Daily Activity Report" must be submitted on a standard Daily Activity Report form provided by the contractor. The report is to include detailed descriptions, (make, model, color and license number, for example), and time of encounter of suspicious vehicles or persons; descriptions of suspicious persons, including gender, and actions taken. Contractor shall provide copies of the DAR on a weekly basis (either electronic or paper copy) to the Contract Officer identified for each facility.

**SERVICES REQUIRED FOR THE PALM SPRINGS PUBLIC LIBRARY:** The Library is located at 300 South Sunrise Way.

The following tasks will be performed:

- continuously patrol the interior and exterior of the building
- monitor the public restrooms

- appropriately deal with aggressive, violent, mentally disturbed patrons until the police arrive
- be able to make a citizen's arrest
- be able to handle disruptive patrons of ALL ages, particularly teenagers firmly, quietly, and appropriately
- enforce the Library's code of conduct
- assist with the closing and securing of the building at the end of the business day

During the patrol rounds the security officer will be on the lookout for any security breaches, maintenance problems, safety issues and fire hazards. Problems and/or unsafe conditions must be reported immediately and documented on the officer's own daily shift report. Officers shall be prepared to respond properly and effectively to potentially dangerous and uncontrolled situations in order to protect patrons, staff, vendors and other visitors from harm. Also, the security officer shall be prepared and ready to respond appropriately to any and all other emergency situations involving fires, thefts of library materials and/or property, thefts of public or private property, criminal trespass, sex crimes and/or sexual misconduct, vandalism, stalking, workplace violence, disorderly conduct, civil disturbances, panhandling, loud arguments, fights, and any physical and/or verbal confrontations occurring in or around the Library. Due to the unique architecture of the Library, access to the roof is relatively easy. Under no circumstance shall an officer go onto the roof of the Library at any time. Should an officer suspect that someone has entered the roof area, the officer shall immediately call the Palm Springs Police.

The security officer is also responsible for enforcing the rules and regulations of the Library. The rules are identified in the section below entitled "Library Code of Conduct".

### **LIBRARY CODE OF CONDUCT**

Welcome to the Palm Springs Public Library!

In order to ensure that we provide an atmosphere conducive to everyone's right to unimpeded and enjoyable library use, the Library Board of Trustees has approved the following code of conduct. The behaviors listed below are not acceptable in the Library, and will not be tolerated.

- Engaging in any activity prohibited by law.
- Disruptive or unsafe behavior which interferes with the use of the library by others or with the staff's ability to function. This includes, but is not limited to:
  1. Loud, abusive, threatening, harassing or insulting language toward staff or other users.
  2. Any sexual misconduct such as exposure, inappropriate touching, or sexual language.
  3. Activities or behavior that may result in damage, abuse or theft of library property.
  4. Petitioning, soliciting, gambling, advertising or selling merchandise without the express permission of the Director of Library Services.
  5. Playing any audio equipment or device at a level which can be heard by others.
  6. Verbal or physical fighting.
  7. Stalking or invading another person's physical space.
  8. Entering the Library with any firearm, knife or other weapon prohibited by City Ordinance or State Statutes.
  9. Use of cell phones
  10. Use of skates or skateboards on Library property
  11. Refusal by adults over 18 years of age to leave the Teen Zone when asked.
- Inappropriate personal behaviors including, but not limited to:

1. Sleeping
  2. Smoking
  3. Personal bathing or washing of clothes or personal items
  4. Lack of shirt or shoes
  5. Spitting
  6. Poor personal hygiene which is offensive and bothersome to others
  7. Bringing into the Library oversized items too numerous or too large to fit under a study chair.
  8. Leaving personal belongings unattended in the Library or on Library grounds.
  9. Being intoxicated with alcohol or drugs or in possession of any intoxicating drug or alcoholic substance in the Library or on Library grounds.
  10. Urinating or defecating anywhere on Library property, other than in public restroom facilities.
- Entering the Library with animals, birds or vehicles, except as required by persons with disabilities who are in possession of official certification for the animal.

We appreciate your cooperation with this code of conduct. Anyone violating the code will be warned by staff and/or security. If the conduct continues, the offender will be asked to leave the Library.

Library users will be expelled from the building without warning in situations of serious, threatening, or willfully malicious behavior.

The Library reserves the right to revoke use of the Library and its grounds for repeated failure to comply with this Code of Conduct. Anyone wishing to appeal their exclusion may submit an appeal in writing to the Director of Library Services.

This Code of Conduct was adopted by Library Board of Trustees on June 29, 2005.

**SERVICES REQUIRED FOR THE DOWNTOWN PARKING STRUCTURE :** The Parking Structure is located at the corner of Baristo Road and Indian Canyon Drive.

The following tasks shall be performed:

- Continuously patrol the interior and exterior of the structure
- Monitor the public elevators
- Appropriately deal with aggressive, violent, and mentally disturbed patrons until the police arrive
- Be able to make a citizen's arrest
- Be able to handle disruptive patrons of all ages, particularly teenagers, firmly and appropriately

2. Amendment to Section 2.1 of the Agreement, entitled "Contract Sum": Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"Contract Sum. For the services rendered under this Agreement, Contractor shall be compensated in accordance with the amended Schedule of Compensation set forth in Exhibit "C," which is attached hereto and is incorporated herein by reference, after: (1) completion of the services to be conducted under this Agreement; (2) the City's acceptance that the scope of services described in Exhibit "A" was properly and satisfactorily performed, and (3) the City's receipt of an invoice thereon. Except as otherwise provided in this Agreement pursuant to paragraph 1.10 above, the total payments to be paid for the services

to be provided under this Agreement (collectively, "Contract Sum") shall not exceed a total of \$88,386 per year. Any invoice of services rendered to the City is to contain a complete and accurate description of all work to be charged pursuant to the invoice."

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

**"Total Compensation:** Total compensation for services provided hereunder is based on an a fixed monthly patrol rate for the Train Station of \$2900 and an hourly rate of \$18.00 for unarmed security guard services at the Library and Parking Structure (hours subject to change) for an estimated total of \$89,556 per year, broken down as follows:

Breakdown:

Train Station = \$2900 per month, or \$34,800 per year (fixed rate)

Library = \$2,808 per month, or \$33,696 per year (hourly rate \$18)

Parking Structure = \$1,755 per month, or \$21,060 per year (hourly rate \$18)

4. Amendment to Exhibit "D" of the Agreement, entitled "Schedule of Performance": Exhibit "D" of the Agreement is hereby amended to include the following additional provisions:

**"Schedule of Performance:**

Effective June 15, 2009, services at the Palm Springs Library shall be Tuesday 11am-8pm (8 hrs) and Wednesday thru Saturday 11am – 6pm (7 hrs). Closed Sunday and Monday. *\*Hours are subject to change.*

Services at the Downtown Parking Structure shall be Thursday thru Saturday (9pm – 2:30am) 5.5 hrs per day. *\*Hours are subject to change.*

5. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

6. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (1) 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.

[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

APPROVED AS TO FORM:

By: \_\_\_\_\_

Douglas H. Holland, City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]



"CONTRACTOR"

MAXWELL SECURITY SERVICES,

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 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.

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.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

Notary Seal:

Notary Seal:

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## **MAXWELL SECURITY SERVICES**

June 8, 2009

To. Craig L. Gladders C.P.M.  
Procurement and Contracting  
City of Palm Springs

From. Fritz Maxwell  
President of Maxwell Security Services Inc.

Subject. Added services to current contract with The City of Palm Springs

Palm Springs Library:  
Days worked Tuesday through Saturday.

Tues 8 hrs, Wed 7 hrs, Thu 7 hrs, Fri 7 hrs, Sat 7 hrs.

Total 36 hours per week.

Hourly rate \$18.00 per hour.

Monthly cost approximately \$2808.00

Palm Springs downtown parking structure:  
Days worked Thursday through Saturday 1900-0230 hours.

22.5 hours per week.

Hourly rate \$18.00 per hour

Monthly cost approximately \$1755.00

Total monthly cost approximately \$4583.00

Santa Clarita Branch PO BOX 800225 Valencia CA. 91380  
(661) 775.0383 Fax: (661) 775.9126 e-mail maxsec@belairmail.com

Palm Springs Branch: 477 S. Palm Canyon Suite 9 Palm Springs, CA 92262  
(760) 318-4080, Fax: (760) 318-4080

Las Vegas Branch 4040 S. Eastern Ave Suite 110 Las Vegas NV 89119  
(800) 277-4827 Fax (702) 307-4255  
State Permits: California PPO 14653, Nevada 979