



## REPORT TO CITY COUNCIL

**DATE:** JUNE 25, 2014

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER 

**SUBJECT:** APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH ALL CITY MANAGEMENT SERVICES FOR CONTINUED CROSSING GUARD SERVICES

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Staff is seeking City Council approval, for the renewal of the agreement with All City Management Services, to provide crossing guard services throughout our community. Staff is recommending that the agreement be renewed for the time period of July 1, 2014, through June 30, 2015. The annual agreement amount is not to exceed \$70,000. This agreement amount slightly increases from the current year by \$3,000. The rates have remained consistent for the past three fiscal years, and the hourly rate is being proposed to change from \$15.37 to \$17.59. The amount of this agreement has been accounted for, accordingly, in the proposed fiscal year 2014-15 budget in the Traffic Safety Fund. Staff has been able to work with All City Management Services and provide crossing guards for the highest priority crossing areas and is proposing the same coverage for the upcoming year. All City Management Services continually checks the Las Virgenes Unified School District's schedules and adjusts their coverage accordingly. This year, there are no scheduled school district summer school sessions, thus crossing guard services will be utilized with the start of the next school year.

This amendment would be the final optional year in the agreement with All City Management Services. Staff will conduct a Request for Qualifications and Proposals in the next year.

All City Management Services has provided the City with excellent service for the past several years. In addition, they have well-trained personnel that have provided uninterrupted crossing guard service to our community throughout the school year. Over the past year, there was one complaint received, and it was looked into by staff, with no further action required as the crossing guard was acting in the best interest of a child crossing the street in conflict with an aggressive parent driver. They have assisted the City in identifying possible safety hazards and maintenance issues around the school areas they service, and their supervisorial staff has monthly communications with staff. City staff has been pleased with their flexibility to address certain requests and the quality of the personnel supplied.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the second amendment to the agreement with All City Management Services for crossing guard services from July 1, 2014, through June 30, 2015, in a not-to-exceed amount of \$70,000.

Attachment: Second Amendment to Agreement

# AGREEMENT (AMENDMENT) ROUTING SLIP FOR

All City Management

\_\_\_\_\_  
Contractor Name (Up to \$25K and Over Amendment)

**Attached, please find (check one of the following boxes):**

- Note:** As all Amendment templates are customized,  Outside Agency Amendment  
review and approval is required (Section 1) Complete Sections 1 and 2
- City Agreement Amendment Complete Sections 1 and 2       Special Amendment Complete Sections 1 and 2

**Section 1 – Approve template and/or changes to insurance:** Receive Department Head approval to amend agreement. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for amendment template review and approval. Attach City Attorney email response (approval) to this slip.

- |   |  |
|---|--|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)<br>Authorization to Amend Agreement                     | <input type="checkbox"/> _____ (Risk Manager Initials/Date)<br>Approval to Forward to City Attorney      |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)<br>Insurance Amended (See Notes Below)                | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)<br>City Attorney Email Approval Attached |
| <input checked="" type="checkbox"/> <u>hst</u> (Risk Manager Initials/Date)<br>Approve Template (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date<br>Other (See Notes Below)                            |

**Section 2 – Signed amendment received from Contractor.** Sign/date and attach this routing slip to the proposed amendment and route to staff in the order listed below (i.e., 2-4). Submit the signed amendment, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Amendments without the appropriate insurance attached will be returned to the department. A copy of the final amendment will be provided to the Contractor and the staff person (in Item No. 1 below)

- |  |   |
|--|---|
| 1. <u>Nathan Hamburger</u><br>Prepared by (Staff Name/Date)    | 2. <u>[Signature]</u><br>Department Head – Date<br>(Authorization to forward to Risk Mgr/Clerk) |
| 3. _____<br>Risk Manager – Date<br>(Insurance Review/Approval) | 4. _____<br>City Clerk – Date<br>(Format Review/Final Distribution)                             |

**- FOR CITY CLERK USE ONLY -**

Year: \_\_\_\_\_ Month/Day: \_\_\_\_\_  
 Amendment/Insurance Received: \_\_\_\_\_  
 To City Attorney for Signatures: \_\_\_\_\_  
 To City Manager/Mayor for Signatures: \_\_\_\_\_  
 City Attorney Email/Scope Attached: \_\_\_\_\_  
 Distributed to Contractor/Staff: \_\_\_\_\_  
 Laserfiche/Log/Index/File: By: \_\_\_\_\_  
 Insurance Logged: By: \_\_\_\_\_

Notes:

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND ALL CITY MANAGEMENT SERVICES**

THIS SECOND AMENDMENT is made and entered into as of July 1, 2014 by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and All City Management Services (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2012 the City and Contractor entered into that certain Agreement entitled "Agreement for crossing guard services," in the amount of sixty-seven thousand dollars (\$67,000) with an hourly rate of fifteen dollars and thirty-seven cents (\$15.37).

b. On July 1, 2013, the City and Contractor entered into the First Amendment to that certain Agreement entitled "Agreement for crossing guard services," to extend the term of the agreement to June 30, 2014.

c. The parties now desire to, extend the term of the agreement to June 30, 2015, increase the annual payment in the amount of three thousand dollars (\$3,000), which increases the hourly rate to seventeen dollars and fifty-nine cents (\$17.59), and brings the not to exceed annual amount of the agreement to seventy thousand dollars (\$70,000), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2015, unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The Second Amendment amount shall not exceed seventy thousand dollars (\$70,000), with an hourly rate of seventeen dollars and fifty-nine cents (\$17.59)

4. Exhibit "B" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

**ALL CITY MANAGEMENT SERVICES**

\_\_\_\_\_  
William D. Koehler,  
Mayor

10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670  
Attention: Baron Farwell  
(310) 202-8284  
(310) 202-8325

ATTEST:

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

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City Council* \_\_\_\_\_

Title: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

APPROVED AS TO FORM:

Title: \_\_\_\_\_

**[Signatures of Two Corporate Officers Required]**

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

## **ATTACHMENT A**

*Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Contractor.*

# All City Management Services Inc.

## Client Worksheet 2014 - 2015

Billing Rate for 2014/2015: \$17.59

City of Agoura Hills  
30001 Lady Face Court  
Agoura Hills, CA 91301

### KEY:

#### Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

#### Summer School

For schools with Summer School sessions use 19 days

### Sites with traditional calendar:

		22		180		\$17.59	=	\$69,656.40
7	sites with one early release:	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

### Summer School Sites

No estimate for Summer School based on 2013/2014

**TOTAL PROJECTED HOURS**

**3960**

**TOTAL ANNUAL PROJECTED COST**

**\$69,656.40**

NOTES: