Meeting Date: 07-01-2008

ACTION	TYPE OF ITEM
☐ Approved Recommendation	■ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
■ Other 3302-04-PW	☐ Other _____

Prepared By: Anthony Emmert Agenda Item No. I-4

Reviewed By: City Manager City Attorney Finance Public Works

DATE: June 12, 2008

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director
Public Works Department, Utilities Services Branch

SUBJECT: **Fourth Amendment to Agreement with Parrent Security for Construction Site Security Services at the Blending Station No. 1, 251 South Hayes Avenue.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Fourth Amendment to Agreement (No. 3302-04-PW) with Parrent Security in an amount not to exceed $184,400, for a total agreement amount of $900,062, for the purpose of providing construction site security services at the Blending Station No.1, located at 251 South Hayes Avenue.

DISCUSSION

Several years ago, the U.S. Department of Homeland Security directed public water systems to evaluate their vulnerabilities and to increase their security, where possible. In response to this direction, the City of Oxnard conducted a vulnerability evaluation of its water system and prepared a prioritized list of recommended security improvements. Over the past few years, the City's Water Resources Division has worked to implement these security recommendations, including training staff, improving perimeter fencing, installing area lighting, incorporating security cameras into all facilities, establishing a computerized access control system, and initiating an identification system for visitors and vendors.

Due to the extensive construction at the Blending Station No. 1 Facility, located at 251 South Hayes Avenue, many of the security systems are either out of service or are yet to be constructed. New perimeter fencing, lighting and security cameras are being installed with the new construction. In order to maintain a high level of security at the site during the construction process, the Water Resources Division secured the services of Parrent Security, a private security firm, to control contractor and vendor access to the site during the day and to monitor the site after-hours. In 2004, the City conducted a request for qualifications/request for proposals process, and selected Parrent Security for the security work. The Agreement (No. 3302-04-PW) was executed in December 2004. The City has extended the agreement three times before, by amendment. The Fourth Amendment would extend the Agreement to March 31, 2009 while staff goes through the Request for Proposal process.

When construction at the Blending Station No. 1 facility is completed and the new security systems are brought into service, the need for the outside security service will be reduced. The Water Resources Division has coordinated with the Police Department regarding monitoring of the site after-hours, through the Police Department's Security Operations Center. It is likely that the Water Resources Division will continue with random after-hours patrols of its sites by private security services. The Public Works Department is also working to develop a security standard for all of its facilities, and the Water Resources Division is participating in this more comprehensive effort.

CONCLUSION

As per direction from the U.S. Department of Homeland Security, it is critical for the City to maintain the integrity of its drinking water system at all times. During the period of heavy construction activity at the Blending Station No. 1 site, outside security services are needed. The Water Resources Division recommends that the City Council approve the Fourth Amendment to the Agreement with Parrent Security, to provide such security services until March 31, 2009.

FINANCIAL IMPACT

Funds are available in Project 066001, Account Number 601-6539-821.82-08 (50 %) and the Water Resources Operating Budget Account Number 608-6015-842-8209 (50%).

AAE/jc

Attachment No. 1 – Fourth Amendment to Agreement for Trade Services Agreement No. 3302-04-PW

FOURTH AMENDMENT TO AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements, Effective from 07/01/08 through 06/30/09)
Contract No. 3302-04-PW

This Fourth Amendment to Agreement for Trade Services ("Fourth Amendment") is entered into in Ventura County, California, this 24th day of June 2008, by and between the City of Oxnard ("City") and Parrent Security ("Vendor"), and amends that certain Agreement for Trade Services ("the Agreement") between the parties entered into on the 29th day of December 2004.

City and Vendor agree that the Agreement is amended as follows:

1. In section 3 of the Agreement, the expiration date of June 30, 2008, shall be deleted and replaced by the date March 31, 2009.

City and Vendor further agree that as amended by the First, Second, Third and Fourth Amendments, the Agreement shall remain in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

VENDOR

Ronald Gresham "For"
Jerry P. Parrent, Owner

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary Gilliß 06-16-08
Gary Gilliß, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Ken Ortega, Public Works Director

Anthony Emmert, Project Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.

B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.

D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.