

STAFF REPORT*CITY OF OCEANSIDE*

DATE: November 19, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Oceanside Police Department

SUBJECT: **APPROVAL OF AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RANCHO SANTA FE PROTECTIVE SERVICES INC. FOR CUSTODY TRANSPORT SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 3 in the monthly amount of \$24,024 to the professional services agreement with Rancho Santa Fe Protective Services, Inc., for custody transport services for the Police Department, extending the term of the agreement on a month-to-month basis from November 22, 2008, to no later than JUNE 30, 2009, and authorization for the City Manager to execute the amendment.

BACKGROUND

The Police Department is committed to redeploying sworn police officers to field duties and outsourcing services traditionally handled by sworn personnel in an effort to provide more efficient and effective emergency services to the community. One of the assignments identified for outsourcing was prisoner transport.

ANALYSIS

In July of 2005, the City of Oceanside entered into a professional services agreement with Rancho Santa Fe Protective Services, Inc., to provide custody transport services for the Police Department. The current agreement was extended on a month-to-month basis from August 22, 2008, through November 22, 2008. The agreement was extended in this manner due to budgetary uncertainty. Under the agreement, Rancho Santa Fe Protective Services provides a licensed, armed guard and vehicle to transport prisoners to detention facilities and performs other related responsibilities as assigned.

With the current extension about to expire, it is necessary to extend the current contract to avoid a disruption in service. Potential shortfalls in the State budget for the next fiscal year and their impact on local budgets are unknown at this time. There is considerable time and expense that must be borne by vendors who wish to participate in the bidding process. This includes hiring additional staff, purchasing equipment and vehicles, and providing training. Because of budgetary uncertainty, staff believes it would not be appropriate at this time to initiate the request for proposal process for custody transport

services. By agreeing to a month-to-month extension of the current contract until June 30, 2009, we will be able to maintain this service until we are able to determine state budgetary impacts.

This is a temporary measure intended to provide staff time to determine if the expenditure for this service will be eliminated from the budget in the foreseeable future. The vendor has agreed to continue the terms of the agreement, providing the same level of service at the current compensation rate until June 30, 2009. The State budget issues should be resolved by that date, and staff should have the information necessary to make an informed decision regarding the City budget.

As expected, when we initially entered into the agreement, the contractor has provided a valuable service that has allowed highly trained police officers to return to service without the delays normally associated with prisoner transport. The Police Department intends to contract for custody transport services in the foreseeable future, if the budget allows.

Approval of this amendment will give staff the time necessary to resolve the budget issue without disruption of services. Most importantly, the approval of this amendment will reduce the time police officers are out of service, thereby enhancing the safety of the community at large.

FISCAL IMPACT

These services are fully funded in the adopted 2008-2009 budget totaling \$288,288. The funds will be drawn from account #101.364370.5257. The terms of the agreement include language that allows the City or the vendor to terminate the contract with 30 days notice.

COMMISSION OR COMMITTEE REPORT

Due to time constraints this matter was not brought before the Police and Fire Commission before presenting it to the City Council. This matter will be presented to the Police and Fire Commission as an information item on November 20, 2008.

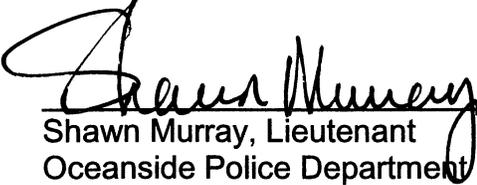
CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney's Office and approved as to form.

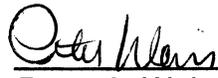
RECOMMENDATION

Staff recommends that the City Council approve Amendment 3 in the monthly amount of \$24,024 to the professional services agreement with Rancho Santa Fe Protective Services, Inc., for custody transport services for the Police Department, extending the term of the agreement on a month-to-month basis from November 22, 2008, to no later than JUNE 30, 2009, and authorization for the City Manager to execute the amendment.

PREPARED BY:


Shawn Murray, Lieutenant
Oceanside Police Department

SUBMITTED BY:


Peter A. Weiss
City Manager

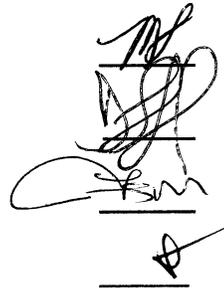
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Don Hadley, Deputy City Manager

Frank S. McCoy, Chief of Police

Teri Ferro, Financial Services Director



**CITY OF OCEANSIDE
3rd AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: OCEANSIDE POLICE DEPARTMENT CUSTODY
TRANSPORTATION**

THIS 3rd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "3rd Amendment") is made and entered into this ___ day of November, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Santa Fe Protective Services, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, City and Contractor are the parties to that certain Professional Services Agreement dated July 13th, 2005, hereinafter referred to as the "Agreement", wherein CONTRACTOR agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the Agreement was extended for a one (1) month period by the 1st Amendment to Professional Services Agreement so that the Agreement was to expire on August 22, 2008;

WHEREAS, the Agreement was extended for a three (3) month period by the 2nd Amendment to Professional Services Agreement so that the Agreement will now expire on November 22, 2008;

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the Agreement for an additional time period of seven (7) months under the same terms and conditions as the Agreement; and

WHEREAS, the CITY and CONTRACTOR accordingly desire to modify Section 1 (Term of Agreement) and Attachment "B" (Compensation) to effectuate this extension.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. **TERM OF AGREEMENT.** The term of the Agreement is hereby extended for a period of seven (7) months, ending on June 30, 2008, unless terminated earlier as provided for elsewhere in the Agreement. 2009 *AB*

Subject: Oceanside Police Department Custody Transportation Agreement

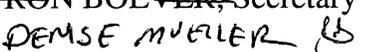
2. **ATTACHMENT "B" COMPENSATION.** The compensation for this seven (7) month extension of the Agreement shall be the hourly rates set forth in Attachment "B" to the Agreement. The total compensation for the period of this extension shall not exceed \$168,168.00.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this 3rd Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this 3rd Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this 3rd Amendment, do hereby agree to the covenants contained in the Agreement, including this 3rd Amendment and have caused this 3rd Amendment to be executed by setting hereunto their signatures this 10 day of NOVEMBER, 2008.

CONTRACTOR
By: 
RON BOEVER, President

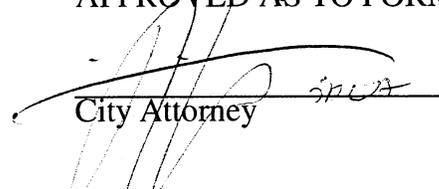
By: 
RON BOEVER, Secretary

DEMSE MUELLER

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager

RANCHO SANTA FE PROTECTIVE
SERVICES, INC.
1991 VILLAGE PARK WAY #100
ENCINITAS, CA 92024

APPROVED AS TO FORM:

33-0735957
Federal Employer ID No.


City Attorney

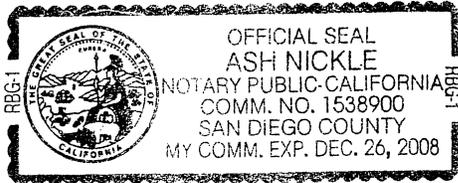
NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Diego } SS.

On November 10th 2008 before me, Ash Nickle, Notary Public,
(DATE) (NOTARY)
 personally appeared Denise Mueller AND Ron Boever
SIGNER(S)

who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Effective January 1, 2006, the California certificate of acknowledgment must be in the form set forth in Civil Code section 1189, rather than "substantially" in the form set forth therein. The form set forth in Civil Code section 1189 did not change, but variations in the California form are no longer permitted. (The law regarding acknowledgments to be used with documents to be filed in other states has not changed (Civil Code § 1189(c)).

WITNESS my hand and official seal.

[Signature]
 NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

