



# City of Palo Alto

## City Council Staff Report

(ID # 5933)

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**Report Type: Consent Calendar**

**Meeting Date: 6/29/2015**

**Summary Title: Contract Amendment for Val Security, Inc.**

**Title: Approval of Amendment No. 5 to Add the Amount of \$250,000 to Contract No. S12141479 with Val Security, Inc. and Extend Term of Agreement by Six Months to December 31, 2015**

**From: City Manager**

**Lead Department: Police**

### **Recommendation**

Staff recommends that Council Approve Amendment No. 5 to Add the Amount of \$250,000 to Contract Number S12141479 with Val Security, Inc. and Extend Term of Agreement by Six Months to December 31, 2015.

### **Background and Discussion**

Since 2009, the City has used the services of contract security guards in response to the teen deaths that have occurred along the rail line. From November 2009 – October 2014 a guard has been stationed at the Charleston and East Meadow crossings from 6:15 pm to 1:15 am. This resulted in a monthly cost for security services of approximately \$5,000 per month. In October 2014, the City increased track security coverage to include the Churchill crossing and subsequently added coverage at the California Avenue Caltrain Station in November 2014 (in addition to the East Meadow and Charleston crossings) and requested security guards on duty all hours the Caltrain and freight trains are in operation: 4:15 am – 2:30 am (or until the last freight train passes through Palo Alto, which may occur at an earlier time). These changes resulted in a monthly cost for security services of approximately \$40,500 per month. The current agreement with Val Security is set to expire on June 30, 2015. City Council recently directed staff to work with our Project Safety Net partners to develop an ongoing and sustainable funding strategy.

The City did not issue a formal Request for Proposals (RFP) for rail crossing security guard services but instead relied on Requests for Quotations (RFQ). RFQs do not typically allow for the City to evaluate factors such as prior experience delivering similar services, quality of proposed solutions, and other qualitative factors, but instead rely almost exclusively on cost as an award determinant. Staff feels that transitioning to a formal RFP process, allowing the City to

holistically evaluate each proposal, will ensure the best possible award outcome and is therefore proceeding with an RFP concurrently with the recommended contract extension.

In order to allow adequate time to prepare and complete a sufficient RFP process, staff is proposing extending the current contract with Val Security for a period of six months, expiring December 31, 2015. Additional funds of up to \$250,000 will be needed to cover the additional time period. As the planned RFP will be issued in early July 2015 working toward City Council approval in August 2015, it is possible that additional funds will not be fully expended within the current contract. However, the recommended extension will ensure that there is no lapse in guard services.

**Resource Impact**

As part of the approval of the Fiscal Year 2016 Adopted Budget, Council approved funding for an enhanced level of track watch services for six months in the Stanford Development Agreement Fund.

**Policy Implications**

The provision of rail security guards is consistent with existing City policy.

**Environmental Review**

This is not a project under the California Environmental Quality Act (CEQA).

**Attachments:**

- ATTACHMENT A-Amendment 5 Contract No. S12141479 (PDF)

**AMENDMENT FIVE TO CONTRACT NO. S12141479  
BETWEEN THE CITY OF PALO ALTO AND  
VAL SECURITY, INC.**

This Amendment Five (“Fifth Amendment”) to Contract No. S12141479 (“Contract”) is entered into June 29, 2015, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and VAL SECURITY INC., a California corporation, located at 100 Admiral Calliaghan Drive, Suite 6493, Vallejo, CA 94591 (“CONSULTANT”).

**RECITALS**

A. The Contract was entered into between the parties for Consultant to provide security guard services at railway crossings for Project “Track Watch” for the City.

B. The parties wish to amend the Contract to extend the Contract’s Term through December 31, 2015.

C. The parties wish to amend the Contract to increase Compensation to Seven Hundred Seventy Three Thousand dollars (\$773,000.00) .

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 3. TERM is hereby amended to read as follows:

“The term of this Agreement shall be from the date of its full execution through December 31, 2015 unless terminated earlier pursuant to Section 19 of this Agreement.”

SECTION 2. Section5. COMPENSATION is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including payment for general services, shall not exceed Seven Hundred Seventy Three Thousand Dollars (\$773,000.00).”

SECTION 3. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Fifth Amendment on the date first above written.

CITY OF PALO ALTO

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

VAL SECURITY, INC.

DocuSigned by:  
By: Theresa Hasan

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Name: Theresa Hasan

Title: CEO

## Certificate of Completion

Envelope Number: 1B0A28F016EA4AD4B9C91AAEBD299BBF  
 Subject: Please DocuSign AMENDMENT FIVE Val Security.pdf  
 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled

Signatures: 1  
 Initials: 0

Status: Completed  
 Envelope Originator:  
 Carolynn Bissett  
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 IP Address: 199.33.32.254

## Record Tracking

Status: Original  
 6/18/2015 3:42:01 PM PT

Holder: Carolynn Bissett  
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Location: DocuSign

## Signer Events

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 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
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## Timestamp

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 Viewed: 6/18/2015 4:02:17 PM PT  
 Signed: 6/18/2015 4:04:24 PM PT

Electronic Record and Signature Disclosure:  
 Accepted: 6/18/2015 4:02:17 PM PT  
 ID: d040fb4a-a24f-496a-8890-d025cc59cf28

## In Person Signer Events

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Sent: 6/18/2015 4:04:25 PM PT  
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Ian Hagerman  
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 Senior Management Analyst  
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 Not Offered  
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Sent: 6/18/2015 4:04:26 PM PT

## Notary Events

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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	6/18/2015 4:04:26 PM PT
Certified Delivered	Security Checked	6/18/2015 4:04:26 PM PT
Signing Complete	Security Checked	6/18/2015 4:04:26 PM PT
Completed	Security Checked	6/18/2015 4:04:26 PM PT

**Electronic Record and Signature Disclosure**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Palo Alto:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.ramberg@cityofpaloalto.org

**To advise City of Palo Alto of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Palo Alto**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will



have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.