



# Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Community Services Deputy Director

Reviewed by: Jesse Bobbett, Community Services Director

Approved by: Steve McClary, Interim City Manager

Date prepared: January 26, 2022

Meeting date: February 28, 2022

Subject: Amendments to Professional Services Agreement with Ultimate Maintenance Services

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**RECOMMENDED ACTION:** 1) Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Ultimate Maintenance Services Inc. (UMS) to continue custodial service at City parks; and 2) Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with UMS to continue custodial service at City Hall.

**FISCAL IMPACT:** No appropriation is required. Funding for these agreements in the amount of \$7,245 per month is included in the Adopted Budget for Fiscal Year 2021-2022 in Account Nos. 100-4010-5100-00 (Park Maintenance Professional Services) and 103-9050-5100-00 (City Hall Operations Professional Services). Funding for ongoing service will be included in the subsequent budget for Fiscal Year 2022-2023.

**WORK PLAN:** This item was included in the Adopted Work Plan for Fiscal Year 2021-2022 as item 7.k. (Community Services Operations) and is part of normal City operations.

**DISCUSSION:** In 2020, the City Council approved two separate two-year Professional Services Agreements (Agreements) with Ultimate Maintenance Services (UMS) to provide custodial services at City parks and City Hall, respectively. The Agreement for City parks includes the cleaning of restrooms at Malibu Bluffs Park, Charmlee Wilderness Park, Las Flores Creek Park, Malibu Equestrian Park, and Trancas Canyon Park, as well as the staff office and community room at the Michael Landon Center. The Agreement for City Hall includes but is not limited to the cleaning of office spaces, restrooms, and the lobby areas.

Since the Agreements began, UMS has provided the necessary cleaning services 365 days a year for City parks and weekdays at City Hall. Additionally, UMS provided sanitization services during COVID-19 and assisted with debris and mud removal following severe storms at City parks. UMS did not adjust the fees for either Agreement, and they will remain the same for the annual term.

Due to the excellent service provided by UMS during the initial term of these Agreements, staff recommends amending both Agreements to extend the term through March 31, 2023. The Agreement for City parks expires on March 31, 2022, and would be extended for approximately 1 year. The Agreement for City Hall expires on March 1, 2022, and would be extended for approximately 13 months. Aligning the expiration dates of both Agreements will allow staff to procure future Agreements more efficiently.

ATTACHMENTS:

- 1) Amendment No. 1 to Professional Services Agreement with UMS for City parks
- 2) Amendment No. 1 to Professional Services Agreement with UMS for City Hall

## AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on February 28, 2022, by and between the CITY OF MALIBU, hereinafter referred to as City, and Ultimate Maintenance Services hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

### RECITALS

A. On March 16, 2020, the City entered into an Agreement with Consultant for custodial services for five city parks, including Malibu Bluffs Park and Michael Landon Center, Charmlee Wilderness Park, Las Flores Creek Park, Malibu Equestrian Park, and Trancas Canyon Park (the "Agreement").

B. The City desires to amend the Agreement to extend the term by one year to align the expiration date with the Professional Services Agreement for City Hall custodial services, and the Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement is hereby extended to March 31, 2023.
2. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2022, at Malibu, California, and effective as of March 31, 2022.

CITY OF MALIBU:

\_\_\_\_\_  
PAUL GRISANTI, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
JOHN COTTI, Interim City Attorney

CONSULTANT:

  
\_\_\_\_\_  
By: PAUL MARMOL, President

## AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on February 28, 2022, by and between the CITY OF MALIBU, hereinafter referred to as City, and Ultimate Maintenance Services Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

### RECITALS

A. On February 24, 2020, the City entered into an Agreement with Consultant for custodial services at Malibu City Hall (the "Agreement").

B. The City desires to amend the Agreement to extend the term by 13 months to align the expiration date with the Professional Services Agreement for City parks, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement is hereby extended to March 31, 2023.
2. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2022, at Malibu, California, and effective as of March 1, 2022.

CITY OF MALIBU:

\_\_\_\_\_  
PAUL GRISANTI, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
JOHN COTTI, Interim City Attorney

CONSULTANT:

\_\_\_\_\_  
By: Paul Marmol  
Title: President