

APPROVED

June 16 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-167

DATE June 16, 2022

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED VACCINATION VERIFICATION SERVICES - USE OF LOS ANGELES POLICE DEPARTMENT CONTRACT C-128953 WITH GSG PROTECTIVE SERVICES CA INC.

AP Diaz	_____	* M. Rudnick	<u>MR</u>
H. Fujita	_____	C. Santo Domingo	_____
J. Kim	_____	N. Williams	_____

M. Shue
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to use an existing City contract C-128953 (Contract) of the Los Angeles Police Department (Attachment 1) with GSG Protective Services CA Inc. for the provision of as-needed vaccination verification services at RAP facilities as more fully set forth in this Report (Services); and
2. Find, pursuant to Charter Section 371(e)(8), that RAP, in lieu of undertaking its own competitive bidding or proposal process, may purchase the Services using the Contract between GSG Protective Services CA Inc. (Contractor) and the Los Angeles Police Department (LAPD), because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements; and
3. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the Services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these Services through the Contract on an as-needed basis; and
4. Authorize RAP to use the Contract for the provision of Services on an occasional and as-needed basis from July 1, 2022 to September 4, 2022, subject to the extension of the term of the Contract by LAPD, and in an amount not to exceed \$200,000; and
5. Authorize the General Manager or their designee to execute and submit any LAPD required forms as may be necessary to use the Contract as approved in this Report.

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SUMMARY

As of November 29, 2021, the City of Los Angeles requires all guests (12 years and over) entering City buildings, including City museums, to show proof of being fully vaccinated under City of Los Angeles Ordinance No. 187219 (Ordinance). The requirement for those 18 years and older also involves matching a photo ID to the proof of vaccination. Those under 12 years old may enter without proof of vaccination. These requirements remain in effect.

Most recreational facilities were able to establish straightforward vaccination verification procedures via the check in windows at the entrances of recreation centers. However, due to its layout and numerous entrances, visitor vaccination verification for Griffith Observatory (Observatory) is more complex. As such, the Griffith Observatory created an “authorized access zone” perimeter around the front of the building. Visitors who provide proof of full vaccination in accordance with the Ordinance are admitted to this zone. The first implementation of this process was December 10, 2021.

The perimeter runs along the Observatory’s front sidewalk to create a zone in which visitors can enjoy the building and terraces as usual and use almost all building entrances, stairs, and exits. The perimeter enables vaccine verification at one focused public entry point. The perimeter has two public exit points (no re-entry permitted). Staff are needed for visitor vaccine verification checks and to secure the perimeter. A security officer is present in case of perimeter breaches or other issues.

Visitors line up along the Observatory’s center-west sidewalk for vaccine verification before entry into the perimeter. Staff along the line instruct visitors to have their vaccine card and photo ID ready. There are canopies at the perimeter entrance where the checks are performed. Because of the size of the perimeter (well over 100 feet long) and the number of Observatory visitors (4,000-7,000 per day), the visitor vaccination verification operation at the Observatory is very staff intensive. It takes 10 staff members per shift (with two shifts per operating day) to conduct the operation. The Observatory is currently open three days a week (Friday-Sunday).

In order to staff this temporary and emergency-related function, RAP utilized part-time Griffith Observatory staff, Park Services staff, and, notably, seasonal Aquatics staff (available during the pool off-season). However, sufficiently staffing the visitor vaccination verification operation has been very challenging and has periodically resulted in the partial or complete closure of Griffith Observatory due to unavailability of employees. With summer preparations underway, all of the Aquatics staff need to return to their regular work locations, and the Park Services staff are needed to support busy summer schedules. The Griffith Observatory staff are needed to operate the building, including the Samuel Oschin Planetarium, and are therefore not available for the visitor vaccination verification operations.

To enable full operation of the Observatory – especially as *Signs of Life*, the exciting new show for the Samuel Oschin Planetarium, opened on May 20 – it is recommended that the Board of Recreation and Park Commissioners approve RAP’s use (through a piggy-back arrangement) of

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one of LAPD's pre-qualified security service contracts, Contract C-128953 with GSG Protective Services CA Inc., to staff the temporary and as-needed visitor vaccination verification operations at the Observatory. The Board previously approved RAP's use of the Contract from May 6, 2022 to June 30, 2022 (Board Report 22-131), subject to an extension of the Contract term by LAPD. LAPD has since extended the Contract term to August 20, 2022. Thus, staff is seeking authorization to continue to use the Contract on an as-needed basis from July 1, 2022, through September 4, 2022, in an amount not to exceed \$200,000. It should be noted that the Contract's term now ends on August 20, 2022, and LAPD has indicated it will be extending the term of the Contract at that time. Thus, the Board's authorization to use the Contract until September 4, 2022, is subject to an extension of the Contract term by LAPD.

FISCAL IMPACT

It is estimated that utilization of the Contract for the Services will cost approximately \$14,000 to \$20,000 per weekend of operation (Friday through Sunday or Thursday through Sunday) for a total not to exceed amount of \$200,000 for services through September 4, 2022.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Provide Safe and Accessible Parks

This Report was prepared by Mark Pine, Deputy Director, Griffith Observatory.

LIST OF ATTACHMENTS/EXHIBITS

1) LAPD Contract with GSG Protective Services CA Inc. (C-128953) and Amendment #8.

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: _____

FROM (DEPARTMENT): _____

CONTACT PERSON: _____ PHONE: _____

CONTRACT NO.: _____

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT
AMENDMENT NO. ____

ADDENDUM NO. ____

SUPPLEMENTAL NO. ____

CHANGE ORDER NO. ____

CONTRACTOR NAME: _____

TERM OF CONTRACT: _____ THROUGH: _____

TOTAL AMOUNT: _____

PURPOSE OF CONTRACT:

**EIGHTH AMENDMENT TO CONTRACT NO. C-128953
BETWEEN THE CITY OF LOS ANGELES
AND
GSG PROTECTIVE SERVICES, CA INC.
(Formerly U.S. METRO GROUP, INC.)
FOR SECURITY GUARD SERVICES**

This EIGHTH AMENDMENT to Contract No. C-128953 is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD"), and, GSG Protective Services, CA Inc a California Corporation (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, on February 21, 2017, the LAPD and the Contractor entered into Contract No. C-128953 ("Original Agreement") to provide professional security guard services for City facilities; excluding Department of Airports, Department of Water and Power, and Harbor Department facilities; and

WHEREAS, the Original Agreement was for three (3) years commencing February 21, 2017 and expiring February 20, 2020; and

WHEREAS, the Living Wage Ordinance (Los Angeles Code Section 10.37 et seq.) provides that wage rates paid to employees working on contracts subject to the Ordinance, including the Original Agreement, shall be adjusted; and

WHEREAS, the First Amendment provided for the 1.9% wage rate adjustment for fiscal year 2017-18 pursuant to the Living Wage Ordinance (LWO); and

WHEREAS, the Second Amendment provided for the 2.8% wage rate adjustment for fiscal year 2018-19 pursuant to the LWO; and

WHEREAS, the Third Amendment provided for a corporate name change by the Contractor from "U.S. Metro Group, Inc." to "GSG Protective Services CA Inc."; and

WHEREAS, the Fourth Amendment provided for the 7.55% wage rate adjustment for fiscal year 2019-20 pursuant to the LWO; and

WHEREAS, the Fifth Amendment extended the term of the Original Agreement for an additional two-year period, commencing February 21, 2020 and ending February 20, 2022; and

WHEREAS, the Sixth Amendment provided for the \$0.75 per hour wage rate adjustment for fiscal year 2020-2021 pursuant to the LWO, which is effective July 1, 2020 through June 30, 2021; and

WHEREAS, the Seventh Amendment extended the term of the Original Agreement for an additional three (3) month period, commencing February 21, 2022 and ending May 20, 2022; and

WHEREAS, the City and the Contractor now desire to extend the term of the Original Agreement for an additional three (3) month period, commencing May 21, 2022 through August 20, 2022, while new contracts from a competitive bid process are under approval; and

WHEREAS, the Contractor's services are of a professional and occasional nature and the Contractor has been providing satisfactory services; and

WHEREAS, the Contractor is willing to perform the work under the terms and conditions of this Amendment; and

WHEREAS, this Eighth Amendment is necessary for the Contractor to continue to provide services articulated under the Original Agreement.

NOW THEREFORE, the City and the Contractor hereby agree that the Original Agreement, as previously amended, be further amended as follows:

1. Extension of the Term of the Original Agreement. The City and the Contractor hereby agree that the term of the Original Agreement as set forth in Section 2.1 of the Original Agreement entitled "Term of the Agreement" is hereby extended for a period of three (3) months, beginning May 21, 2022 through August 20, 2022, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 10/21) [v.4].
2. Ratification. Due to the need for the Contractor's services to be provided continuously, the Contractor may have provided services prior to the execution of this Eighth Amendment. To the extent that said services were performed in accordance with the terms and conditions of the Original Agreement, those services are hereby ratified.
3. Order of Precedence. In the event of an inconsistency between any of the provisions of this Eighth Amendment to Contract No. C-128953, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:
 - 1) Eighth Amendment to Contract No. C-128953,
 - 2) Seventh Amendment to Contract No. C-128953,
 - 3) Sixth Amendment to Contract No. C-128953,
 - 4) Fifth Amendment to Contract No. C-128953,
 - 5) Fourth Amendment to Contract No. C-128953,
 - 6) Third Amendment to Contract No. C-128953,
 - 7) Second Amendment to Contract No. C-128953,
 - 8) First Amendment to Contract No. C-128953,
 - 9) LAPD Contract No. C-128953, and
 - 10) Standard Provisions for City Contracts (Rev. 10/21) [v.4].

4. Except as herein amended or modified, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.
5. This Eighth Amendment includes four (4) pages. The Original Agreement is hereby incorporated by reference in its entirety into this Eighth Amendment.

This Eighth Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

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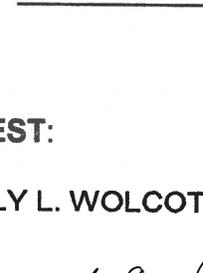
IN WITNESS THEREOF, the parties hereto have caused this Eighth Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

By: 
MICHEL R. MOORE
Chief of Police

Date: 5.31.22

GSG PROTECTIVE SERVICES, CA INC.

By: 
VICTOR MARKS
President

Date: 5/19/22

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
SAMUEL PETTY
Deputy City Attorney

Date: 6/6/2022

(2nd Corporate Officer)

By: 
DIANA MERAZ
Secretary

Date: 5/19/22

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:  
Deputy City Clerk

Date: 6/7/2022

City Business License Number: 0003042260-0001-1

Internal Revenue Service Taxpayer Identification Number: 47-1839578

City Contract Number: C-128953-8