



AGENDA REPORT

Meeting Date: October 18, 2016
Item Number: D-9
To: Honorable Mayor & City Council
From: Michelle Tse, Planning & Research Analyst
Subject: AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GLADWELL GOVERNMENTAL SERVICES, INC. FOR CONSULTING SERVICES RELATED TO THE CITY'S ENGINEERING/PUBLIC WORKS RECORDS MANAGEMENT PROGRAM AND RELATED SERVICES; AND

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$3,500 FOR A TOTAL NOT-TO- EXCEED PURCHASE ORDER AMOUNT OF \$271,620

Attachments: 1. Amendment No. 4

RECOMMENDATION

Staff recommends that the City Council move to approve Amendment No. 4 with Gladwell Governmental Services, Inc. for consulting services related to the City's Engineering/Public Works records management program and related services; and approve a Change Purchase Order in the amount of \$3,500 for a total Purchase Order of \$271,620.

INTRODUCTION

The City of Beverly Hills has a records management program and has developed record retention schedules for a variety of records maintained by each City Department. Over the years, records maintained by the former Public Works and Transportation Department associated with infrastructure improvements and public right-of-way use permits have been retained at several locations. The original Agreement with Gladwell Governmental Services, an expert in local government records, was to provide for the inventorying, analysis and organization of existing records to ensure proper preservation and storage or disposal of existing records in accordance with the City's retention policy.

With the reorganization of the Public Works and Transportation Department into two Departments approximately three years ago, additional records and drawings stored at

the Public Works Building at 345 Foothill Road and other City facilities were identified and required processing in accordance with the City's records retention schedule. As such, the Agreement was amended to process these additional documents.

This huge undertaking to organize and digitize the City's documents has produced the following results:

1. Over 2,288 large format engineering drawings of City infrastructure have been sorted, quality checked and scanned or prepared for scanning.
2. 936 boxes of public right-of-way use permit records and miscellaneous records have been processed, inventoried and prepared for retention or destruction.

DISCUSSION

The majority of this work was completed over a two and half year time period. However, during the Capital Assets Department's FY15-16 year-end review, an invoice for approximately \$3,500 was discovered and remains outstanding. As such, staff recommends that the City Council approve Amendment No. 4 along with a corresponding Change Purchase Order to pay for the additional work that was completed as part of the Department's records management project.

It is noted that while the majority of the Department's record management project has been completed, staff intends to continue working on this project based on the framework and guidelines provided by Gladwell Governmental Services, Inc. to ensure continuity. Currently, there is a City-wide effort taking place as it relates to records management and the Public Works Department will continue to be a part of these efforts. Staff is also reviewing its internal administrative processes to ensure timely processing of invoices and ensure adequate oversight of work performed.

FISCAL IMPACT

Funds have been carried over and available in the FY15-16 Capital Assets Department budget to cover this expense.



George Chavez

Approved By

Attachment 1

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GLADWELL GOVERNMENTAL SERVICES, INC. FOR CONSULTING SERVICES RELATED TO CITY'S ENGINEERING/PUBLIC WORKS RECORDS MANAGEMENT PROGRAM AND RELATED SERVICES

NAME OF CONTRACTOR: GLADWELL GOVERNMENTAL SERVICES, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Diane R. Gladwell, MMC

CONTRACTOR'S ADDRESS: 1028 Tirol Lane
P.O. Box 62
Lake Arrowhead, CA 92352-0062

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Mark Cuneo, City Engineer

COMMENCEMENT DATE: January 7, 2014

TERMINATION DATE: June 30, 2016

CONSIDERATION: Original Agreement: Not to Exceed \$49,120.00
Amendment No 1: Not to Exceed \$79,000.00
Amendment No 2: Not to Exceed \$90,000.00
Based on the rates set forth in Exhibit B-1
Amendment No 3: Not to Exceed: \$50,000.00
Based on the rates set forth in Exhibit B-1
Amendment No 4: Not to Exceed: \$3,500.00
Based on the rates set forth in Exhibit B-1
Total not to Exceed: \$271,620.00

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GLADWELL GOVERNMENTAL SERVICES, INC. FOR CONSULTING SERVICES RELATED TO CITY'S ENGINEERING/PUBLIC WORKS RECORDS MANAGEMENT PROGRAM AND RELATED SERVICES

This Amendment No. 4 is to that certain Agreement dated January 10, 2014 and identified as Contract 05-14 (the "Agreement"), as amended by Amendment No 1, dated May 20, 2014 and identified as Contract 220-14, as amended by Amendment No 2, dated January 13, 2015 and identified as Contract No 12-15, as amended by Amendment No 3, dated September 30, 2015 and identified as Contract No 497-15, between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and Gladwell Governmental Services. (hereinafter called "Consultant") for records management services, copies of which are file in the Office of the City Clerk.

RECITALS

A. City entered into a written agreement with the Consultant for records management services, which was previously amended.

B. City and Consultant desire to further amend the Agreement to include additional services and compensate Consultant for such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A, "Scope of Work" of the Agreement is hereby amended as attached hereto and incorporated herein.

Section 3. Exhibit B, "Schedule of Rates and Payment" of the Agreement is hereby amended as attached hereto and incorporated herein.

Section 4. Except as specially amended by this Amendment No 4, all terms and conditions set forth in the Agreement and subsequent Amendments shall remain in full force and effect..

EXECUTED the ____ day of _____ 20 __, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR: GLADWELL
GOVERNMENTAL SERVICES, INC.

Diane R. Gladwell

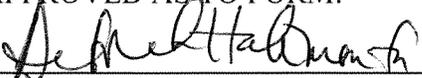
DIANE R. GLADWELL
President

Robert C. Gladwell

ROBERT C. GLADWELL
Secretary

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

MAHDI ALUZRI
City Manager



GEORGE CHAVEZ
Assistant City Manager/Director of Public
Works



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A
SCOPE OF WORK

Original Agreement

Consultant shall provide management and supervision of the Engineering Records Management Team as directed by the City. Services may include analysis of systems, development of procedures and policies, training and supervision of employees to inventory and properly manage the records for the Engineering Division of the Capital Assets Department.

Deliverables may include the following:

1. Analysis of systems and past data for each type of records;
2. Development of methodology and procedures to be used by temporary employees for each type of records;
3. Development of benchmarks and project management tools;
4. Providing, training and supervision of temporary employees;
5. Analysis, reorganization, and recommended disposition for complex Engineering/Public Works records.

Amendment No. 1

Consultant shall provide management and supervision of the Engineering/Public Services Records Management team as directed by City. Services shall include analysis of systems, development of procedures and policies, training and supervision of employees to inventory and properly manage the records for City's Engineering/Public Works divisions.

Deliverables shall include the following:

1. Analyze systems and past data for each type of record;
2. Develop methodology and procedures to be used by temporary employees for each type of record;
3. Develop benchmarks and project management tools;
4. Analyze, reorganize, and recommend disposition for complex Engineering/Public Works records.
5. Inventory, prepare for scanning and/or placement of records in Map Room, or other records storage facilitation.

6. Train and supervise temporary employees.

Amendment No. 2

Consultant shall provide management and supervision of the Engineering/Public Services Records Management Team as directed by City. Services shall include analysis of systems, development of procedures and policies, training, and supervision of City employees to inventory and properly manage the City records for Engineering/Public Works.

Consultant shall provide the following deliverables to City:

1. Analysis of systems and past data for each type of record.
2. Development of methodology and procedures to be used by temporary employees for each type of record.
3. Development of benchmarks and project management tools.
4. Analysis, reorganization, and recommended disposition for complex Engineering/Public Works records.
5. Inventorying, preparation for scanning and/or placement of records in Map Room, or other records storage facilitation.
6. Training and supervision of temporary employees.
7. Processing of records stored in the Records Center of City Hall.
8. Processing of records stored in the Parking Structure at 221 Crescent Drive.
9. Development of a business process analysis/written procedure for records in paper and electronic format for the Capital Assets Department.
10. Electronic records standards and clean-up so City staff can locate records from older projects.

Amendment No. 3

Consultant shall provide management and supervision of the Engineering/Public Works Records Management Team as directed by the City. Services may include analysis of systems, development of procedures and policies, training and supervision of employees to inventory and properly manage the records for Engineering/Capital Assets/Public Works.

Deliverables include the following:

Phrase 4:

1. Development of methodology and procedures to be used by temporary employees for each type of record for newly located records in the following locations:

	Record Series/Location	Est. No. of Drawings	Est. No. of Large Format Sheets	Est. No. of Boxes	Est. Total No. of Weeks
1	Microfilm Rolls – Old CIP Projects (Rolls – Not Indexed by project)			115	2.0
2	Microfilm Rolls – Old CIP Projects (Separating by Project Indexing – PARTIALLY COMPLETED)			57.5	14.0
	TOTAL:			(57.5 Completed)	16.0

2. Development of benchmarks and project management tools;
3. Analysis, reorganization, and recommended disposition for complex Engineering/Capital Assets/Public Works records.
4. Training and supervision of temporary employees;
5. Temporary employees from a Temporary Agency determined by the City.

Amendment No. 4

Consultant shall provide management and supervision of the Engineering/Public Services Records Management Team as directed by City. Services shall include analysis of systems, development of procedures and policies, training, and supervision of City employees to inventory and properly manage the City records for Engineering/Public Works.

Deliverables shall include the following:

1. Develop methodology and procedures to be used by temporary employees for each type of record;
2. Develop benchmarks and project management tools;
3. Analysis, reorganization, and recommend disposition for complex Engineering/Capital Assets/Public Works records.
4. Train and supervise temporary employees.
5. Temporary employees from a Temporary Agency to be determined by City.

EXHIBIT B - 1

SCHEDULE OF RATES AND PAYMENT

City shall pay Consultant compensation at the rates set forth in this Exhibit in an amount not to exceed the amount of Two Hundred Seventy-One Thousand Six Hundred and Twenty Dollars (\$271,620), as set forth in purchase orders issued by City for the services to be provided pursuant to this Agreement. Said compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any hardware, software, cabling, equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

Services to be provided on a time and materials basis at the following hourly rates:

Diane Gladwell, Records Management Consultant: **\$120/hour**

ORIGINAL AGREEMENT

Description of Services and Estimated Cost:

Anaylsis of Systems, Development of Policies & Procedures (Approximately 2 days on site)	16 hrs x \$120/hr =	\$1,920
Training of Temporary Employees (Approximately 10 days on site)	80 hrs x \$120/hr =	\$9,600
Supervision of Temporary Employees (Approximately 11 days on site)	88 hrs x \$120/hr =	\$10,560

Temporary Staffing:

Temporary Employee (Approximately 13 weeks on site)	1,040 hrs x \$26/hr* =	\$27,040
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*Hourly rate for temporary employees of \$26/hr is an estimate.
Consultant to be compensated at the actual hourly rate plus a \$1/hour processing fee.
The hourly rate including the processing fee shall not exceed \$26/hour.

Estimated Cost (not to exceed): \$49,120

AMENDMENT NO. 1

Description of Services and Estimated Cost:

Analysis of Systems, Development of Policies & Procedures, Training and Supervision of Temporary Employees (Approximately 26 days on site)	207.66 hrs x \$120/hr =	\$24,920
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Temporary Staffing:

Temporary Employees (Approximately 26 days on site)	2,080 x 26/hrs* =	\$54,080
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*Hourly rate for temporary employees of \$26/hour is an estimate. Consultant to be compensated at the actual hourly rate plus a \$1/hour processing fee. The hourly rate including the processing fee shall not exceed \$26/hour.

Estimated Cost (not to exceed): \$79,000

AMENDMENT NO. 2

Description of Services and Estimated Cost:

Analysis of Systems, Development of Policies & Procedures, Training and Supervision of Temporary Employees (Approximately 26 days on site)	166.66 hrs X \$120/hr =	\$20,000
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Temporary Staffing:

Temporary Employees (Approximately 8 months on site)	2,692.31 hrs x \$26/hr* =	\$70,000
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*Hourly rate for temporary employees of \$26/hour is an estimate. Consultant to be compensated at the actual hourly rate plus a \$1/hour processing fee. The hourly rate including the processing fee shall not exceed \$26/hour.

Estimated Cost (not to exceed): \$90,000

AMENDMENT NO. 3

Description of Services and Estimated Cost:

GGs – Training & Supervision of Temporary Employees
(Approximately 8 days on site) **64 hrs x \$120/hr =** **\$7,680**

Temporary Staffing:

Temporary Employees
(Approximately 3.5 months) **\$42,320**

(Billed at \$1/hr above actual charge from Temporary Agency.)

***Project will have a duration of approximately 6 months**

Estimated Cost (not to exceed): **\$50,000**

AMENDMENT NO. 4

Description of Services and Estimated Cost:

GGs – Training & Supervision of Temporary Employees
(Approximately 2 days on site) **10 hrs x \$120/hr =** **\$1,200**

Temporary Staffing:

Temporary Employees
(Approximately 1 week) **\$2,300**

Estimated Cost (not to exceed): **\$3,500**