






CITY OF RANCHO PALOS VERDES

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM:  TOM ODOM, INTERIM DIRECTOR, RECREATION AND PARKS/
DEPUTY DIRECTOR, PUBLIC WORKS
DATE: APRIL 5, 2011
SUBJECT: MOUNTAINS RECREATION & CONSERVATION AUTHORITY
CONTRACT RENEWAL
REVIEWED: CAROLYN LEHR, CITY MANAGER 

Staff Coordinator: Katie Howe, Administrative Analyst II 

RECOMMENDATION

Approve a 26 ½ -month agreement in the amount of \$377,300 with the Mountains Recreation and Conservation Authority for park ranger services.

BACKGROUND

The City decided to implement park ranger services after the completion of the Preserve Trails Plan (PTP) element of the Public Use Master Plan (PUMP), since this trails plan invited and illustrated to the public the extensive opportunities for recreation on Palos Verdes Nature Preserve trails. Park ranger services assist the City to protect the Preserve habitat and provide measures of public safety.

In December 2009, the City began contracting with the Mountains Recreation and Conservation Authority (MRCA) for park ranger services within the City's 1,400-acre Palos Verdes Nature Preserve (Preserve) as a pilot program, and then entered into a one-year agreement with MRCA from April 2010 through April 2011 for \$113,090. This contract increased patrol time from 30 hours per week to 40 hours per week, and it expires April 13, 2011. During the May 2010 City Council Budget Workshop, City Council directed staff to increase Ranger services by \$40,000 in order to increase patrol and implement a Junior Ranger Program.

DISCUSSION

The proposed agreement is for a period of 26 ½ months (April 13, 2011-June 30, 2013) aligning it with the fiscal year. The contract includes 5,290 hours of patrol and 920 hours of interpretive programming. This averages to 46 hours of patrol and 8 hours of interpretive programming per week, however these are averages and patrol hours will

MRCA Contract Renewal

April 5, 2011

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be more concentrated during times of peak use: late spring, summer, early fall, and holidays; and less concentrated in the winter and rainy season. However, patrol hours will be maintained year-round to provide sufficient observation and presence. Likewise, interpretive programs will be heavier in the summer and fall, and staff will adjust the hours accordingly.

During the current contract, staff and MRCA Rangers have already begun planning and implementing interpretive programming, including a Junior Ranger Program, Ranger-led Night Hikes, senior "Walk and Talk" programs, and various community talks; and look forward to expanding Junior Ranger programming under the proposed contract.

The hourly rate for MRCA ranger services has increased by 11.7% during this contract period from \$54.37 to \$60.75. The revised rate of \$60.75 reflects an MRCA Ranger's median salary, benefit allocation, and increased vehicle allocation costs (including vehicle maintenance and fuel costs). Also included in the contract figures is ranger drive time. Staff will coordinate park ranger shifts to minimize driving costs and maximize patrol time. Extending the agreement from 12 months to 26 ½ months allows the City to lock in the rate of \$60.75, with the exception of MRCA's ability to seek reimbursement for increases in fuel costs during the length of the contract.

	<u>Average</u> Hrs per week	Weeks in Contract	Total Hours in Contract	MRCA Hourly Rate	Cost
Interpretive Programming	8	115	920	\$60.75	\$55,890.00
Patrol	46	115	5,290	\$60.75	\$321,367.50
Totals	54	115	6,210	\$60.75	\$377,257.50

Preserve Activity April 2010 – March 2011

From April 2010 through March 2011, rangers have provided approximately **1,944** patrol hours, reported approximately **3,250** Preserve visitors, issued 24 citations, and given 43 warnings. Rangers report a good compliance rate. During their patrols, rangers enforce City ordinances, issue warnings and citations when necessary, and provide interpretive and Preserve use safety information. Rangers also perform minor maintenance, such as graffiti and litter removal and signage repair. Below is a breakdown of warnings and citations issued, and maintenance performed from April 2010 through March 2011.

Citations Issued: 24

- Paragliding (prohibited): 1
- Dogs off leash/in unauthorized areas: 16
- Nude sunbathing: 4
- Fishing without license: 1
- Smoking: 1
- Fireworks: 1

Warnings Issued: 43

- Dogs off leash/in unauthorized areas: 34
- Afterhours use: 5

- Fishing without license: 4

Maintenance Performed

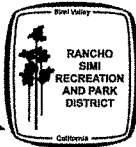
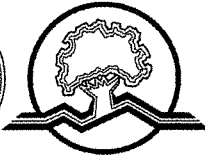
- Graffiti removal
- Trail marker repair
- Litter removed
- Dismantling unauthorized structures
- Removal of illegally dumped materials/items

FISCAL IMPACT

The 26 ½ -month agreement is in the amount of \$377,300 to cover April 13, 2011 through June 30, 2013. The FY10-11 Public Safety Special Programs budget in the General Fund is adequate to absorb the increased service cost for the last 11 weeks of the current fiscal year. The FY11-12 and FY12-13 draft budgets will each include an annual allocation of about \$171,000 in the Recreation Administration program of the General Fund to reflect the contract cost from July 2011 through June 2013.

Attachments:

MRCA Agreement



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center & Gardens
570 West Avenue Twenty-Six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 221-9934

March 31, 2011

Walt Young, Chief Ranger
Mountains Recreation and Conservation Authority
2600 Franklin Canyon Drive
Beverly Hills, CA 90210

Letter of Agreement

Contract Number _____

The **City of Rancho Palos Verdes ("City")** would like to enter into a letter of agreement ("**Agreement**") with the **Mountains Recreation and Conservation Authority ("MRCA")** for open space management during the period from April 13, 2011 through June 30, 2013.

1. Scope of Work

MRCA proposal submitted on March 30, 2011, is attached hereto and incorporated herein by reference. **MRCA** will provide Ranger Services in the contracted areas. **City** Ordinances will apply to the contracted areas addressed in the proposal.

2. Compensation

The **City** agrees to compensate **MRCA** for services rendered based on an hourly rate of \$60.75 per hour. The agreed rate of \$60.75 per hour includes current actual vehicle costs, with fuel estimated at \$4.00 gallon. **MRCA** reserves the right to charge a 1.5% fuel surcharge on the total hourly rate for each \$0.50 per gallon increase of the price of gasoline above \$4.00 that occurs during any month of the term of this Agreement. The gasoline surcharge that is added will be prorated during the month based upon the number of days during the month when gasoline purchased by **MRCA** exceeds \$4.00 per gallon and by the price per gallon that **MRCA** actually pays. If the price per gallon decreases during any subsequent month or portion thereof, the surcharge will be reduced by a corresponding amount. This amount represents the compensation to be paid to **MRCA** by **City** for all work to be done by **MRCA**, including all allowable costs.

3. Time Schedule

The schedule of work to be completed by **MRCA** includes delivery of work product or services discussed in Scope of Work. Work should be completed in accordance with the final time schedule by **MRCA** and agreed to by **City**.

4. Indemnification

MRCA agrees to indemnify and hold **City** harmless from and against any claim, action damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising

out of the performance of this agreement by **MRCA**. Should **City** be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by **MRCA** of services rendered pursuant to this **Agreement**, **MRCA** will defend **City** (at **City's** request and with counsel satisfactory to **City**) and will indemnify **City** for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

5. Insurance

A. General Insurance Requirements

1. All insurance shall be primary insurance and shall name City of Rancho Palos Verdes as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

2. **MRCA** agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which **MRCA** may be held responsible for the payment of damages to persons or property resulting from **MRCA** activities, the activities of its sub consultants, or the activities of any person or persons for which **MRCA** is otherwise responsible.

3. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with and a company acceptable to the City's Risk Manager shall be submitted to **City** prior to execution of this **Agreement** on behalf of the **City**.

4. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums otherwise, without 30 days' prior written notice of amendment or cancellation to **City**. In the event the said insurance is canceled, **MRCA** shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.

5. All required insurance must be in effect prior to awarding the contract, and it or a successor policy must be in effect for the duration of the contract. Maintenance of proper insurance coverage is a material element of the **Agreement**, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the **City** as a material breach of contract. If **MRCA**, at any time during the term of this **Agreement**, should fail to secure or maintain any insurance required under this **Agreement**, **City** shall be permitted to obtain such insurance in **MRCA's** name and shall be compensated by **MRCA** for the cost of the insurance premiums.

B. General Liability and Property Damage Insurance

MRCA agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death there from, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of **MRCA**, its sub consultants, or any person acting for **MRCA** or under its control or direction, and also to protect against loss from liability by law for damages to any property of any person caused directly or indirectly by or from acts or activities of **MRCA**, or its sub consultants, or any person acting for **MRCA**, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect **City** against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$1,000,000 per occurrence will be considered equivalent to the required minimum limits.

C. Automotive Insurance

MRCA shall procure and maintain public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$1,000,000 combined single limit. If **MRCA** does not own automobiles, **MRCA** shall provide a waiver releasing **City** from all liability resulting from **MRCA's** use of personal vehicles on project.

D. Worker's Compensation Insurance

MRCA shall procure and maintain Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence or as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both **MRCA** and **City** against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by **MRCA** in the course of carrying out the **Agreement**.

6. W-9 Form – Request for Taxpayer Identification Number & Certification

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all contracts entered into with the City of Rancho Palos Verdes that meet or exceed \$600 in value. **MRCA** agrees to complete all required forms necessary to comply with EDD regulations.

7. Conflict of Interest

MRCA will comply with all conflict of interest laws and regulations including, without limitation, City's conflict of interest regulations.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year hereinabove written.

FOR CONTRACTOR:

By: _____

Print Name & Title

Date: _____

FOR THE CITY OF RANCHOS PALOS VERDES:

By: _____
Thomas D. Long, MAYOR

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Carol W. Lynch, City Attorney

Date: _____

EXHIBIT A

PROPOSAL

March 30, 2011

(Attached)



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center & Gardens
570 West Avenue Twenty-Six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 221-9934

March 30, 2011

Tom Odom, Recreation and Parks Director
City of Rancho Palos Verdes
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

Proposal for Ranger Patrol Services

Dear Mr. Odom:

Per your request, the Mountains Recreation and Conservation Authority (MRCA) is submitting a proposed scope of services to provide MRCA Ranger Patrol Services in the Palos Verdes Nature Preserve.

Location: Palos Verdes Nature Preserve

Scope of Work: The MRCA will provide up to 54 hours per week of Ranger patrol and other duties assigned in the Palos Verdes Nature Preserve. Rangers carry firefighting equipment in their vehicles to extinguish small fires. Special directed patrols, administrative and court related expenses may be included within the contract hours or billed separately at the direction of the City. Emergency callouts, over and above the routine patrol hours, will be billed at actual costs. Rangers will enforce the City of Rancho Palos Verdes Ordinances and/or MRCA Ordinances to provide park and resource protection for these properties at the direction of the City. Maintenance duties will include trash removal, graffiti removal, and abatement of minor hazards. The MRCA will provide a total of 920 hours of Ranger-led interpretative programs. The hours include, but are not limited to the development, preparation, and delivery of interpretative programs. The labor cost includes all payroll, vehicle and related personnel expenses. The agreed rate of \$60.75 per hour includes current actual vehicle costs, with fuel estimated at \$4.00 gallon. MRCA reserves the right to charge a 1.5% fuel surcharge on the total hourly rate for each \$0.50 per gallon increase above \$4.00 during the length of the contract.

Budget:

Item	Hourly Rate	Estimated Hours	Estimated Cost
Ranger Patrol (Including 1 hour drive time per Ranger and/or Shift)	\$ 60.75	5,290	\$ 321,367.50
Interpretative Programs (Including 1 hour drive time per Ranger and/or Shift)	\$ 60.75	920	\$ 55,890.00
Total Estimated Costs		6,210	\$ 377,257.50

Billing: The MRCA will invoice on a quarterly basis, providing status reports with each payment request.

Term of Agreement: April 13, 2011 – June 30, 2013

We look forward to continuing our mutually beneficial partnership. If this proposal is approved, please send a Notice to Proceed and Purchase Order to the attention of Jeff Jones, Assistant Financial Officer, at the above address.

If you have any questions, I can be reached at (310) 858-7272 extension 139

Sincerely,

A handwritten signature in black ink, appearing to read "Jewel Johnson", with a horizontal line extending to the right.

Jewel Johnson
Supervising Ranger II