

# City of Hermosa Beach

## Request for Proposals for Crossing Guard Services



July 2017

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## **1. INTRODUCTION**

### **1.1. Introduction**

The City of Hermosa Beach, hereinafter referred to as "City," is soliciting proposals from qualified firms to provide contract services for crossing guard services. The City desires to contract with a qualified established company, herein after referred to as "Contractor", for a period of one (1) year, with the option, at the City's sole discretion, to extend two (2) additional years upon successful demonstration of exemplary contract performance. The required services and performance requirements are described in the Project Information (2.1).

### **1.2. Background**

The City of Hermosa Beach is a Council-Manager type municipality with five Council members elected at large to four year terms on a staggered basis. The City has its own Police Department and School District.

With a population of over 19,000 and encompassing only 1.4 square miles, Hermosa Beach is a dense, urban community surrounded by the cities of Manhattan Beach and Redondo Beach. With scores of fashionable boutiques, independent shops, restaurants, and outdoor activities -- all within 1.4 square miles and easy walking distance -- Hermosa Beach offers something for residents and visitors alike.

The city has two elementary schools, Hermosa Valley and Hermosa View. In partnership with the community, Hermosa Beach schools prepare students to thrive by providing a relevant education, a safe and healthy environment, and an inclusive culture. Their core values include: Community Engagement, Culture of Excellence, Global Citizenship, Respect and Inclusion, Responsible Stewardship, Rigor and Relevancy, and Safety and Well-being. As such, the City provides crossing guard services to Hermosa Beach school-age children and their parents/guardians to ensure pedestrian and traffic safety as they travel specific routes on their way to and from school.

## 2. PROJECT INFORMATION

### 2.1. *Crossing Guard Services*

The Professional services will be employed to provide high quality and timely expertise where needed. The scope of work includes, but is not limited to the monitoring, supervising and assuring the safety of school children pedestrians who utilize street intersections and crosswalks while traveling to and from school.

Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or their designee.

Duties shall include the following:

- Providing crossing guard services at each location on specified days and during specified hours designated by the City **(See attached Appendix A)**.

**Note:** The locations, days, and scheduled hours are subject to change by City Staff at any time during the contract period.

- Coordinating any scheduling and any schedule changes directly with the City
- Providing payroll and workers' compensation for all guards
- Providing training to all new hires
- Maintaining sufficient numbers of alternate guards and guaranteeing crossing guard coverage for absent or sick guards.
- Supplying all necessary equipment including signs, traffic vests, whistles and raincoats
- Submitting invoices to the City of Hermosa Beach on a monthly basis for the number of hours worked by crossing guards during the previous month

Minimum Standards for Crossing Guards

1. Be able to read, write and speak English
2. Be a minimum of 18 years old
3. Not have any felony convictions, misdemeanor convictions involving crimes against children, or convictions involving any violent crime
4. Not be a registered sex offender or narcotics offender (background check to be done by Contractor and to include DOJ Live Scan and Clearance through Megan's Law)
5. Have the ability to communicate clearly and concisely with motorists and pedestrians
6. Demonstrate the following abilities and characteristics:
  - a) Good physical condition, including sight and hearing

- b) Mental alertness
- c) Neat appearance
- d) Good character
- e) Dependability
- f) Sense of responsibility for the safety of children
- g) Good verbal communication skills
- h) Familiarity with traffic rules and regulations
- i) Good Judgement

A local area supervisor shall be available at all times to see that guard activities are taking place at required locations and times. The supervisor shall assign schedules, monitor and supervise crossing guards when necessary, and have a vehicle to travel to work sites. The supervisor shall visit each school site at least once a month. The supervisor must be available to the City by returning phone calls or emails promptly. The supervisor must be available to respond to problems and/or complaints. Additionally, the supervisor must be able to respond to requests/directions from the City and/or Police Department.

#### Training and Orientation

Training and orientation shall be provided by the Contractor prior to deploying any crossing guard or reserve crossing guard. Training must include both traffic and pedestrian safety. All training and orientation procedures shall be provided by the Contractor, and copies of training materials, and certification of guard training shall be provided to the City.

#### Examination of Work Area

Prior to submitting a proposal, proposers are responsible for familiarizing themselves with the applicable schools and locations in order to understand the site and determine the range of hours for crossing guard services. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each proposer and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed agreement, or any revision thereof. As a part of its specifications, the City will provide upon request all available information, which it deems may be of assistance to perspective proposers.

It should be noted that street intersections that are to receive school crossing guard services will be determined at the sole discretion of the City of Hermosa Beach.

### 3. INSTRUCTIONS

#### 3.1. *Purpose*

The purpose of this Request for Proposal (RFP) is to provide interested, qualified vendors with sufficient information to enable them to submit proposals for crossing guard services.

#### 3.2. *Proposal Submission*

- By submitting a proposal the Vendor affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. Additionally, the Vendor affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the Company, with current Power of Attorney if applicable. The name and mailing address of the individual making the proposal must be provided.
- Proposals shall be submitted in person or by mail as follows: Four (4) sealed copies [two (2) originals and two (2) photocopies] of the completed proposals.
- No oral, telephonic or telegraphic proposal or modification of Proposal will be considered.

#### 3.3. *Disclosure of Contents of Proposal*

All proposals accepted by the City of Hermosa Beach shall become the exclusive property of the City. **Upon conclusion of negotiations with the selected proposer, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and plainly marked as “Trade Secret”, “Confidential” or “Proprietary”.** Each element of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

#### 3.4. *Proposal Due Date*

Proposals will be accepted up to the hour of 5:00 PM on Monday, July 17, 2017

Proposals must be submitted addressed as follows:

**Hermosa Beach Police Department  
Attn: Lt. Phillips  
540 Pier Ave.  
Hermosa Beach, CA 90254**

Proposals must be submitted in sealed envelopes plainly marked with:

**Proposal: Crossing Guard Services**

### **3.5. *Schedule of Events***

This RFP has been developed in order to provide adequate information for potential vendors to prepare proposals and to permit the City to fully consider the various factors that will affect its decision. The tentative schedule for release, submittal, evaluation and selection is:

Request for Proposal Release:	7/3/17
Final Date for Submitting Questions	7/10/17
Final Date for Submitting Proposal	7/17/17
Proposal Evaluation by City	Week of 7/17/17
Negotiations begin with finalist(s)	Week of 7/24/17
Council Considers Staff Recommendation	August 2017
Contract Begins	Sept 1, 2017

### **3.6. *Questions and Inquiries Related to RFP***

In order to avoid any potential confusion, and to minimize burden on City staff, the City is requiring that all procedural questions relating to this RFP be directed to:

Lt. Landon Phillips  
Hermosa Beach Police Department  
540 Pier Ave.  
Hermosa Beach, CA 90254  
Phone: (310) 318-0336  
lphillips@hermosapolice.org

Specific questions relating to the content of this RFP should be submitted on or before July 10, 2017

**Any vendors found to be soliciting other members of City staff, or City Council members during this RFP process may be disqualified.**

### **3.7. Common Questions and Answers**

Q: *Is there a pre-proposal conference?*

A: No. Questions about the RFP should be submitted prior to July 10, 2017 as detailed above.

Q: *Is the RFP available as a Word document?*

A: The RFP is available electronically only as a PDF document.

### **3.8. Vendor Proposal Format**

**Please note:** All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the City when received and are subject to public records requests upon the conclusion of the selection process.

To assist in the evaluation of the submitted proposal to this RFP, each proposal must conform to the following format:

- A letter of transmittal.
- An executive summary.
- A brief history of the Vendor's background and experience, including: company size, length of time in business, and other related information.
- All vendors must submit a detailed and realistic implementation plan which identifies all resources that will be provided by vendor as required to fully implement vendor's proposal. In addition, vendors are to identify any sub-contractors used, and all resources which are to be provided by City.
- Detail and discuss any exceptions to this RFP.

### **3.9. Evaluation Factors**

No single criteria, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Information contained in the proposal.
- Experience, qualifications and references of the vendor.
- Length of time in business.
- Demonstrated financial stability.
- The adequacy of the vendor's financial resources.
- Proposed business plan.
- Competitive pricing.
- The quality of the services offered.
- The capacity of the vendor to perform the contract or provide the service promptly, within the time specified, and without delay or interference.
- Dependability

Vendors' proposals will be evaluated against the specifications as presented in the RFP. A vendor may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements

## 4. CONDITIONS

### 4.1. *Prices*

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the Contractor's understanding of the contract service, and provides staff with tools to negotiate the cost.

Include any other cost and price information, **plus a not-to-exceed hourly rate amount**, that would be contained in a potential agreement with the City. The hourly rates may also be used for pricing the cost of additional services outlined in the Scope of Work.

### 4.2. *Right to Reject Any or All Proposals*

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more vendors are deemed equal, the City reserves the right to make the award to one of the two Vendors.

### 4.4. *Contracts*

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a **per hour** form of contract. A Sample Agreement of Services is provided as Appendix B. The method of payment to the successful Proposer shall be on a **per hour** basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work.

The agreement shall be signed by the successful proposer and returned with the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute agreement and file acceptable insurance documents as provided herein shall be just cause, at City option, for annulment of the contract award.

Should the successful proposer decline to execute a contract, City Council has the option to either reject all proposals and call for new proposals or accept one of the other proposals..

### 4.5. *Delivery Date*

Vendors will specify in their proposals that the proposed beginning date of service of September 6, 2017 is acceptable and include a detailed implementation plan. This

contract may also include supplying crossing guards for various summer terms and/or special events, as needed, upon City approval.

#### **4.6. *Rights to Submitted Materials***

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the City when received.

#### **4.7. *Insurance Requirements***

For the duration of the contract Vendor shall procure and maintain insurance against claims for injuries to their employees, other persons, and/or damages to property which may arise from or in connection with services, products and materials supplied to City. The cost of such insurance shall be borne by the Vendor. Specific insurance provisions will be delineated in the contract between Vendor and City. The Vendor must also provide an endorsement to their liability insurance naming the city as an additional insured.

#### **4.8. *Non-Discrimination***

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming its compliance with this policy.

## 5. PROPOSAL SPECIFICATIONS AND REQUIREMENTS

All proposers shall furnish satisfactory evidence to the City that they have operated or are presently operating a crossing guard service of the type similar to the operation described herein. If they have not operated such a system, they must show that they have had sufficient experience in comparable fields or employ qualified personnel to comply with the requirements of this agreement.

- a. Work History/Experience: In order to determine the eligibility of the proposers, proposers shall submit a work history listing of other public entities for whom the proposer has performed similar work, including names, addresses, fax and telephone numbers. Existing services will be subject to inspection by the City. Proposers without the experiences herein described but with sufficient experience in a comparable field should show that they will have responsible management personnel who are qualified to plan, supervise, direct, and operate the service delineated in the specifications and contract.
- b. Key Personnel: As an attachment to the proposal, all proposers shall include a listing, with qualifications, of personnel who have had experience in supervising, school crossing guards, and other employees who will be associated with the service. Also provide resumes of the key personnel involved with this service. For the project manager, include information for three (3) recent services.
- c. Services: Discuss the methods and procedures that will be used in providing the service and also as required in.
- d. Equipment: As an attachment to the proposal, all proposers shall provide a list of all equipment to be used by the crossing guards. The City requires that the Contractor furnishes safety-reflectORIZED vests, stop signs, whistles, rain gear and identification badges. The City of Hermosa Beach requires three cones per the crosswalk, one in the middle and one at each curb.
- e. Employees: Contractor agrees that all individuals employed in this program will be employees of Contractor and Contractor will provide recruitment, hiring, and firing of employees.

A Pre-employment Screening Program shall include:

1. Employment reference check
2. No prior felony convictions
3. Criminal background check/fingerprinting service for school crossing guards to be performed (to include DOJ Live Scan and clearance through Megan's law)
4. Social security verification

Contractor will ensure each individual is able to effectively comprehend and communicate in English; be in good physical and mental health (a medical

history questionnaire is completed); individual is to provide his/her own transportation and work flexible hours.

Employees are required to wear safety-reflectorized vests (provided by Contractor) while on duty.

The Contractor shall investigate all public complaints concerning crossing guard services. In the event of a complaint, the Contractor shall contact the City of Hermosa Beach, City Manager's Office, within two (2) hours to advise status of remedy/resolution of said complaint. Contractor shall furnish a written report of the incident to the City within five (5) business days after the occurrence.

- f. Payroll: Contractor, including the actual processing/distribution of payroll checks, processing payroll reports, etc. will handle all payroll services.
- g. Training Session: The Contractor shall provide a minimum of three (3) one hour training sessions for all employees hired as crossing guards for the City of Hermosa Beach in traffic measures to be used in conjunction with their crossing guard duties. Contractor must provide all employees a Training Manual that governs the Crossing Guard Program and a copy to the City of Hermosa Beach. A signed Affidavit by each employee shall be forwarded to the City at the end of the training. A copy of the training manual shall be included in the Proposal.
- h. Financial Responsibility: All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources to perform the services required by these specifications. No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary financial resources to provide the services in strict accordance with the specifications.

### **5.1. General Requirements**

- a. Depending on each school's schedule, the Contractor is expected to assure and enforce safety and Proper Street crossing of school children.
- b. Contractor shall designate one (1) of the guards as a Supervisor and provide names, addresses and telephone numbers of at least one (1) Alternate during the term of the Agreement. Contractor must provide names, addresses and telephone numbers of all guards.
- c. On a quarterly basis, the City of Hermosa Beach requires the Supervisor to meet with school representatives for evaluation and comments, and City staff to assess and discuss existing problems that may have occurred. A quarterly report, to be approved by the City, is to be submitted at the end of each quarter.

- d. Contractor shall schedule an orientation meeting with the City of Hermosa Beach Police Department staff to coordinate the requirements of the Agreement no later than one week prior to the commencement of the Contract. Contractor shall contact Lieutenant Phillips at (310) 318-0331.
- e. Contractor agrees to permit City of Hermosa Beach to inspect its records with respect to services performed pursuant to the Agreement upon giving reasonable notice.
- f. The Contractor must perform drug-screening test, and incorporate a written Corporate Policy on your organization's "Drug and Alcohol Free Environment." A copy of the policy shall be provided to the City for review.

**APPENDIX A  
CROSSING GUARD TENTATIVE SCHEDULE (SUBJECT TO CHANGE)**

LOCATION		MON	TUE	WED	THU	FRI
<b><u>Hermosa Valley Elem</u></b>						
<b><u>Total Hours per week: 11.25 hrs. x 7 sites =78.75</u></b>						
1	Pacific Coast Hwy/Pier (SW)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM
2	Pacific Coast Hwy/Eight (SW)	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM
3	Pier/Valley (SW am/NW pm)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM
4	Pier/Ardmore (SE)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM
5	16th St./Ardmore (NE)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM
6	Pier/Valley (IFOS)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM
7	Pacific Coast Hwy/16th St. (SE am/SW pm)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		2:30 PM - 3:45 PM	2:30 PM - 3:45 PM	1:30 PM - 2:45 PM	2:30 PM - 3:45 PM	2:30 PM - 3:45 PM

**APPENDIX A**

**Hermosa View Elem**

**Total Hours per week: 11.25 hrs. x 3 sites =33.75**

8	19th/Prospect (IFOS)	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM	7:45 AM - 8:45 AM 1:05 PM - 2:20 PM	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM
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9	Pacific Coast Hwy/21st St. (SE)	7:45 AM - 8:45 AM 2:25 PM - 3:40 PM	7:45 AM - 8:45 AM 2:25 PM - 3:40 PM	7:45 AM - 8:45 AM 1:05 PM - 2:20 PM	7:45 AM - 8:45 AM 2:25 PM - 3:40 PM	7:45 AM - 8:45 AM 2:25 PM - 3:40 PM
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10	Prospect/Aviation (SE am/NE pm)	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM	7:45 AM - 8:45 AM 1:05 PM - 2:20 PM	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM	7:45 AM - 8:45 AM 2:10 PM - 3:25 PM

**Our Lady of Guadalupe**

**Total Hours per week: 10 hrs. x 1 site =10**

11	Prospect/Massey	7:30 AM- 8:30 AM 2:30 PM - 3:30 PM	7:30 AM- 8:30 AM 2:30 PM - 3:30 PM	7:30 AM- 8:30 AM 2:30 PM - 3:30 PM	7:30 AM- 8:30 AM 2:30 PM - 3:30 PM	7:30 AM- 8:30 AM 2:30 PM - 3:30 PM
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**APPENDIX B**

**AGREEMENT FOR CROSSING GUARD SERVICES  
(CITY OF HERMOSA BEACH)**

This Agreement for Crossing Guard Services ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 by and between the CITY OF HERMOSA BEACH, a municipal corporation ("CITY") and \_\_\_\_\_ ("CONTRACTOR").

**RECITALS**

- A. CITY desires to engage the services of CONTRACTOR to provide crossing guard services at specified intersections and times during weekdays.
- B. CITY does not have the personnel qualified and/or available to perform the services required under this Agreement and therefore, the CITY desires to contract with an independent contractor to perform this work.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with the CONTRACTOR to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals and the promises herein contained, CITY and CONTRACTOR agree as follows:

- 1. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties for a term of one (1) year and shall expire on \_\_\_\_\_, 2018, unless earlier termination occurs under Section 8 of this Agreement or this Agreement is extended in writing in advance by both parties. City may in its discretion extend this Agreement for two additional one-year terms.
- 2. **SCOPE OF SERVICES.** CONTRACTOR will perform the following services and activities:
  - 2.1 CONTRACTOR shall provide personnel properly trained as herein specified for the performance of duties as crossing guards. In the performance of their duties the CONTRACTOR and employees of the CONTRACTOR shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the City of Hermosa Beach. CONTRACTOR shall perform offender background checks on every crossing guard it assigns to the CITY and include DOJ Live Scan and Clearance through Megan's Law.
  - 2.2 CONTRACTOR shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement. Supervisory personnel will meet monthly with designated representatives of each school and the CITY to coordinate schedules, review changes, and receive feedback on the program and its operations.
  - 2.3 CITY shall determine the hours and locations when and where guards shall be furnished by CONTRACTOR. CONTRACTOR may notify the CITY of any recommended changes in hours of work or locations. CITY has sole discretion to add to, delete from, or revise the work

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schedule/locations at any time. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Hermosa Beach are in session.

2.4 CONTRACTOR shall train, schedule, provide, and supervise personnel in accordance with this Agreement and the rules and regulations of the City of Hermosa Beach. Crossing guards shall perform their duties as trained and within the CITY's rules for such guards.

2.5 CONTRACTOR shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.

2.6 Persons provided by the CONTRACTOR as crossing guards shall be trained by the laws and codes of the State of California and the City of Hermosa Beach pertaining to general pedestrian safety and school crossing areas.

2.7 CONTRACTOR shall provide all crossing guards with apparel by which they are readily visible and easily recognized as crossing guards. Such apparel shall be uniform for all persons performing the duties of crossing guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. CONTRACTOR shall also provide all crossing guards with hand held stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be subject to advance approval by the City Manager or the designee.

2.8 Crossing guards employed by CONTRACTOR shall:

- (a) Be able to read, write and speak English;
- (b) Be a minimum of 18 years old;
- (c) Not have any felony convictions, misdemeanor convictions involving crimes against children, or convictions involving any violent crime
- (d) Not be a registered sex offender or narcotics
- (e) Have the ability to communicate clearly and concisely with motorists and pedestrians
- (f) Demonstrate the following abilities and characteristics:
  - Good physical condition, including sight and hearing
  - Mental alertness
  - Neat appearance
  - Good character
  - Dependability
  - Sense of responsibility for the safety of children
  - Good verbal communication skills
  - Familiarity with traffic rules and regulations
  - Good Judgement

Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the services required of CONTRACTOR by this Agreement.

3. COMPENSATION. The CITY agrees to pay CONTRACTOR for the services rendered pursuant to this Agreement the sum of \_\_\_\_\_ per hour of guard services provided. It is understood and agreed that the cost for providing \_\_\_\_\_ hours of services shall not exceed \$ \_\_\_\_\_. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees incurred during the previous month. CITY shall

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pay CONTRACTOR all uncontested amounts set forth in CONTRACTOR's invoice within 30 days after it is received.

### 4. INSURANCE.

4.1 CONTRACTOR shall at all times provide workers compensation insurance covering its employees in compliance with the California Labor Code.

4.2 CONTRACTOR shall provide and maintain liability insurance covering its crossing guard activities. Such insurance shall include commercial general liability with a combined single limit of not less than \$5,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on the CITY's insurance for contribution. Such insurance shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the City Attorney, City Manager, or designee for the City of Hermosa Beach.

4.3 Endorsements. Each general liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

(a) "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

(b) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.

(c) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(d) The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

4.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

4.5 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

4.6 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

4.7 Any deductibles or self-insured retentions must be declared to and approved by

## APPENDIX B

the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

4.8 CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

4.9 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 9 above.

4.10 The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

5. INDEMNITY. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 4, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

6. PARTIES' REPRESENTATIVES. The CITY's representative in dealing with CONTRACTOR shall be the City Manager or such person as the City Manager may designate. CONTRACTOR shall designate a representative with authority to bind CONTRACTOR.

**APPENDIX B**

- 7. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other clients while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only. The crossing guards to be furnished by CONTRACTOR shall at all times be its employees and not those of the CITY.
- 8. **TERMINATION.** Both parties hereto may terminate this Agreement, with or without cause, at any time by giving ninety (90) days written notice to the other. In the event of termination by CITY, CONTRACTOR shall cease services as of the date of termination and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- 9. **ASSIGNMENT.** The Contractor shall not assign this Contract or delegate or subcontract its duties or obligations hereunder to any other person or firm except with the advance written consent of the City.
- 10. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 11. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
- 12. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 13. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
- 14. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254	

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ATTN: City Clerk	
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Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

15. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein are generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
16. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.
17. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
18. **RULES OF CONSTRUCTION.** Each party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.
19. **AUTHORITY/MODIFICATION.** The parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.
20. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered 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.
21. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

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- 22. **ATTORNEY’S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
  
- 23. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies render it capable of performing the proposed services and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
  
- 24. **CONFIDENTIALITY.** It is understood and agreed that information acquired by CITY pertaining to individual employees of CONTRACTOR in the performance of the services, including the results of background checks, shall be confidential and shall not be disclosed to any person.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

CITY OF HERMOSA BEACH

CONTRACTOR

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
Elaine Doerfling, City Clerk

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins , City Attorney