

~~AMENDMENT NUMBER SIX
TO
CONTRACT MA 060 19010294
BETWEEN THE
COUNTY OF ORANGE
AND
ALL CITY MANAGEMENT SERVICES, INC.~~

~~_____ This AMENDMENT NUMBER SIX to Contract Number MA 060 19010294 (hereinafter “AMENDMENT NUMBER SIX”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and All City Management Services, Inc. (“CONTRACTOR”) with a place of business at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670, is made and entered upon execution of all necessary signatures.~~

~~RECITALS:~~

~~_____ WHEREAS, COUNTY and CONTRACTOR executed a Contract for Crossing Guard Services on October 16, 2018, for a two (2) year term of November 1, 2018 through and including October 31, 2020, renewable for one additional two year term and one additional one year term (hereinafter “ORIGINAL CONTRACT”); and~~

~~_____ WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 3, 2018 and added one additional crossing guard at Panorama Elementary, at the intersection of Crawford Canyon Road/Barrett Lane (Site #21), and increased the contract by \$19,700.00 for a new not to exceed amount of \$1,241,352.00 as well as revised Term R, Change of Ownership (“AMENDMENT NUMBER ONE”); and~~

~~_____ WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on April 1, 2019 and added two additional crossing guards at Esencia Elementary (Site# 41.1 and Site# 41.2) and increased the contract by \$39,400.00 for a new not to exceed amount of \$1,280,752.00 (hereinafter “AMENDMENT NUMBER TWO”);~~

~~_____ WHEREAS, COUNTY and CONTRACTOR amended Attachment A, Scope of Work of the ORIGINAL CONTRACT on August 28, 2019 and modified the schedule hours for Esencia Elementary (Site# 41.1 and Site# 41.2), (hereinafter “AMENDMENT NUMBER THREE”);~~

~~_____ WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 29, 2020, for a two year term of November 1, 2020 through and including October 31, 2022, and increased the hourly rate to \$20.84 for the term of November 1, 2020 through October 31, 2021 in a not to exceed amount of \$736,730.88 and \$22.69 for the term of November 1, 2021 through October 31, 2022 in a not to exceed amount of \$800,800.08 for a total not to exceed amount of \$1,537,530.96; as well as amended Attachment A, Scope of Work of the ORIGINAL CONTRACT to modify Section I, Paragraph 3, and Attachment B, Payment/Compensation, Paragraph 3. Fees in their entirety (hereinafter “AMENDMENT NUMBER FOUR”);~~

~~_____ WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 14, 2021 and increased the term of November 1, 2020 through and including October 31, 2021 by \$325,000 for a not to exceed amount of \$1,061,730.88, and increased the term of November 1, 2021 through October 31, 2022 by \$350,000 for a not to exceed amount of \$1,150,800.08, for a total not to exceed contract amount of \$2,212,530.96; as well as revised Attachment B, Payment/Compensation, Paragraph 3. Fees (hereinafter “AMENDMENT NUMBER FIVE”);~~

~~_____ WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of November 1, 2022 through and including October 31, 2023 in a not to exceed amount of \$937,834.00, and to amend Attachment B, Payment/Compensation, Paragraph 3. Fees and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER SIX;~~

~~_____ NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:~~

~~1. _____ ARTICLES~~

~~e. Attachment B, Payment/Compensation, Paragraph 3. Fees, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:~~

~~3. Fees: Prices shall be inclusive of all costs for labor, transportation (e.g., vehicles, gas, etc.), overhead, profit, and all other costs associated with providing School Crossing Guard Service described herein.~~

~~Year 1—\$17.49/hour~~

~~Year 2—\$18.99/hour~~

~~Contract term (November 1, 2018 through and including October 31, 2020) shall not exceed \$1,280,752.00.~~

~~Year 3—\$20.84/hour (November 1, 2020 through and including October 31, 2021 shall not exceed \$1,061,730.88)~~

~~Year 4—\$22.69/hour (November 1, 2021 through and including October 31, 2022 shall not exceed \$1,150,800.08)~~

~~Year 5—\$25.98/hour (November 1, 2022 through and including October 31, 2023 shall not exceed \$923,804.00)~~

~~Contract term (November 1, 2020 through and including October 31, 2023) shall not exceed \$3,136,334.96.~~

~~2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.~~

~~3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.~~

~~4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.~~

~~5. A true and correct copy of AMENDMENT NUMBER THREE is attached hereto as Exhibit D and incorporated by this reference.~~

~~6. A true and correct copy of AMENDMENT NUMBER FOUR is attached hereto as Exhibit E and incorporated by this reference.~~

~~7. A true and correct copy of AMENDMENT NUMBER FIVE is attached hereto as Exhibit F and incorporated by this reference.~~

~~8. All other provisions of the ORIGINAL CONTRACT, AMENDMENTS NUMBER ONE through FIVE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER SIX remain in full force and effect.~~

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER SIX to Contract Number MA-060-19010294.

~~*Contractor: All City Management Services, Inc.~~

By: _____ Title: _____

Print Name: _____ Date: _____

~~*Contractor: All City Management Services, Inc.~~

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required:*

(1) signature by the Chairman of the Board, the President or any Vice President; and

one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
—Deputy

EXHIBIT A

~~ORIGINAL CONTRACT (Contract Number MA-060-19010294)~~

EXHIBIT B

~~AMENDMENT NUMBER ONE (Contract Number MA-060-19010294)~~

EXHIBIT C

~~AMENDMENT NUMBER TWO (Contract Number MA-060-19010294)~~

EXHIBIT D

~~AMENDMENT NUMBER THREE (Contract Number MA-060-1910294)~~

EXHIBIT E

~~AMENDMENT NUMBER FOUR (Contract Number MA-060-19010294)~~

EXHIBIT F

~~AMENDMENT NUMBER FIVE (Contract Number MA-060-19010294)~~

CONTRACT

This Contract MA-060-23011670, for School Crossing Guard Services Systems, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of Orange County Sheriff Department, OCS D, hereinafter referred to as "County," and All City management Services, Inc. , with a place of business at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670, hereinafter referred to as "Contractor," with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties"

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A - Scope of Work
- Attachment B - Payment and Compensation
- Attachment C - Staffing Plan
- Attachment D - CA MUTCD

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for School Crossing Guard Services Systems as set forth herein: and

WHEREAS, Contractor responded and represented that it is qualified to provide School Crossing Guard Services Systems to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for School Crossing Guard Services Systems with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the

Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Sexual Misconduct	\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, employees, and agents* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees, and agents* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Sexual Misconduct Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignees is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and

hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally Left Blank

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records.

Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

CC. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the Contractual terms and conditions by which County will procure a Health and Wellness System and /or Application services from Contractor as further detailed in the Scope of Work, identified, and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence November 1, 2023, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

8. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

10. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract. Contractor shall notify the County if it subsequently learns of any information that would suggest that any of its personnel no longer meet the requirements of this section.

11. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

12. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing

for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

16. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
17. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
18. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The organization's policy of maintaining a drug-free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed upon employees for drug abuse violations.

Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

- a. Will receive a copy of the company's drug-free policy statement; and
- b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or 2. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

21. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services

effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
23. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
24. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: All City Management Services
10440 Pioneer Blvd.
Santa Fe Springs, CA 90670
Attn: David Mecusker
800-540-9290
Email: david@thecrossingguardcompany.com

County: Sheriff-Coroner Department/North Operations
550 N Flower St
Santa Ana, CA 92703
Attn: Brigitte Ludwig
714-647-1850
Email: bludwig@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Unit
320 N. Flower St., 2nd Floor
Santa Ana, CA. 92703
Attn: Victor Vega
714-834-6318
Email: vvega@ocsheriff.gov

25. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main

body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

27. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

28. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

29. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

30. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

- Signature page to follow-

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract MA-060-23011670 for School Crossing Guard Services on the dates opposite their respective signatures:

Contractor*: All City Management Services

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: All City Management Services

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A
SCOPE OF WORK

I. Contractor shall provide County with the following:

Contractor shall provide crossing guard services at 65 locations for 28 schools in 13 cities and unincorporated areas during the school year, in accordance with Section II below.

1. In the event the Contractor is contacted by a school or school district for service during a summer session, the Contractor must obtain written approval from the County prior to providing those summer services under this contract. If approved, Contractor shall provide crossing guard services in accordance with this Agreement for the term approved by the County. Contractor shall contact the County regarding summer service no later than two business days after receiving the request from the school or school district.
2. County shall have sole discretion to identify the locations where Contractor shall furnish Crossing Guards. No changes to locations shall occur without the written agreement of the County. In the event the Traffic Committee identifies the need for additional crossing guards, the County Board of Supervisors may add or eliminate Crossing Guard Locations accordingly and Contractor shall add or reduce service locations accordingly. The Parties will execute an amendment to Attachment A to reflect any addition, deletion or revision at the locations that may occur during the term of this Contract pursuant to action by the Board.

3. Contractor shall coordinate with representatives from all school districts served to verify that coverage is provided in accordance with school schedules. Contractor shall notify County of the work hours at each location. No changes to work hours shall occur without the written agreement of the County.
4. In the event of a complaint received from the school or citizen, Contractor shall contact the County's Patrol Bureau Commander at 714-647-4094 (for North County Operations) or 949-206-6102 (for Southeast Unincorporated County Operations) within two (2) hours to advise status of remedy/resolution of said complaint. If the complaint is not immediately resolved, Contractor shall submit a report to the County within one business day of the complaint's resolution.
5. Contractor shall furnish a written report of any incident, such as a complaint, altercation or accident, to the Orange County Sheriff's Department applicable North Patrol, or Southeast Unincorporated, Bureau Commander within five (5) business days after the occurrence.
6. Contractor represents that its 24-hour Emergency Dispatch number is: 877-512-2267. Contractor shall immediately notify the County of any changes to this telephone number.
7. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that a guard notifies the Contractor of an absence, fails to report for work at the assigned time and location, or on an emergency basis.
8. Contractor will be responsible for all supervision of all employees at all sites, including visits to all school sites twice a day, to ensure school crossing guard services are provided at required places and times and in accordance with the terms of this Contract. Contractor shall keep a written record of these visits. Contractor shall notify the County immediately of any discrepancies and the Contractor's remedial plan. Contractor shall conduct follow-up visits for any location that is not in compliance and submit follow up reports to the County.
9. In the event a crossing guard fails to report to work and the Contractor is unable to furnish an alternate crossing guard or Area Supervisor, the Contractor shall contact the school and OCSD Watch Commander immediately at (714) 628-7170. The County may determine, in its sole discretion, whether to provide personnel to cover the crossing guard duties.
 - a. Under no circumstances will the Contractor invoice the County for a crossing guard shift for which the assigned guard did not report for work and a replacement crossing guard was not provided by Contractor.
 - b. If the County, in its sole discretion, decides to provide personnel to cover the crossing guard duties of Contractor's personnel who fail to report to work, the County may reduce the payment on that month's invoice.
 - i. Any such reduction of payment shall be calculated by determining the difference in cost between providing County personnel (based upon the hourly cost of salary and benefits) and the cost that would have been paid under the Contract based on the hourly rate set forth herein.
10. Contractor shall provide Crossing Guards during the specified times and at the specified locations delineated below in section II.
 - a. Notwithstanding the actual hours that Contractor's personnel are required to work under this contract, in recognition of state law regarding split shift work, Contractor may invoice the County a maximum of three and a quarter (3.25) hours per location per day that crossing guard services are provided, to be determined by the actual hours worked plus one hour due to state law regarding split shifts.

- b. Crossing Guards schedules shall not deviate from the “Regular Day Morning Schedule,” “Regular Day Afternoon Schedule,” and “Minimum Day Afternoon Schedule” specified in Section II for each location without prior written approval of the County’s Project Manager.
 - c. Any invoice requesting payment for more than three and a quarter (3.25) hours for a crossing guard at a given location for a particular day, must be supported by actual timesheet records demonstrating the hours actually worked by the guard as well as the written approval of the County’s project manager authorizing the additional time beyond the hours specified herein. In such an event Contractor may invoice for the actual hours worked plus one hour due to the split shift.
11. Contractor’s personnel assigned to provide Crossing Guard services under this Contract shall be trained in accordance with the most current version (presently the 2014 Edition) of the California Manual on Uniform Traffic Control Devices (CMUTCD, Attachment D of this agreement), Chapter 7D. Crossing Supervision, (see [CA MUTCD 2014 Revision 7 Part 7 page 1300](#)). If Contractor’s personnel are trained pursuant to some other standard, Contractor shall provide evidence of said training protocols and the training shall be, at a minimum, equivalent to the criteria set forth in the CMUTCD; use of a training standard other than CMUTCD shall require advanced written approval by the County’s project manager. Contractor shall provide annual refresher trainings at least two (2) weeks prior to the start of a new school year, for all returning personnel.

In addition to the CMUTCD training, Contractor shall ensure all personnel are aware of the requirements in this contract, including but not limited to changes in crossing guard schedules. Contractor shall also ensure that guards are instructed to notify their supervisor about planned and unplanned absences as soon as possible.

12. Applicable Contractor policies shall be made available to the County. Contractor employees shall receive yearly training on applicable policies.
13. Contractor personnel shall be at least 18 years of age, be physically and mentally capable of performing the duties of a Crossing Guard and have the ability to give and follow oral instructions. The Crossing Guard shall be able to communicate in the English language.
14. Contractor shall provide all Crossing Guards with uniforms as described in the CMUTCD Section 7D.04, “Uniform of Adult Crossing Guards” (see [CA MUTCD 2014 Revision 7 Part 7 page 1301](#)) by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all personnel performing the duties of Crossing Guards under this Contract and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions.
15. Contractor shall also provide all Crossing Guards with appropriate equipment, including a hand held Stop sign and any other safety equipment that may be necessary.
16. Contractor’s personnel assigned to perform Crossing Guard services under this Contract shall, at a minimum, comply with the Operating Procedures set forth in the CMUTCD, Section 7D.05, “Operating Procedures for Adult Crossing Guards” (see [CA MUTCD 2014 Revision 7 Part 7 page 1302](#)).
17. While on duty, Crossing Guards shall remain free from distractions, including (but not limited to) use of all electronic devices and ear buds/ headsets.
18. Contractor shall conduct background investigations, at no expense to the County, on each individual employee to ensure the person is fit to serve as a Crossing Guard.

Contractor shall perform employee’s drug screening tests prior to employment, and maintain records of such drug screening during the employment. Any employee that tests positive during a drug screening shall not be allowed working under this contract. Contractor shall conduct random field testing for drugs and/or alcohol at the discretion of management.

19. Annual criminal background history re-checks must be conducted, at no cost to the County, for all Contractor personnel assigned to this contract prior to the commencement of each new school year.
20. Contractor shall work in cooperation with any prior vendor or future vendors to ensure a smooth transition in provision of services.
21. The County shall not supply any items for this Contract.

II. Crossing Guard Assignments and Locations:

North Operations districts are highlighted in blue.
South Operations districts are highlighted in green.

<u>District/City</u>	<u>School Name</u>	<u>Intersection/Site#</u>	<u>Maximum Hours Allowed per Shift</u>	<u>Regular Day Morning Schedule*</u>	<u>Regular Day Afternoon Schedule*</u>	<u>Minimum Day Afternoon Schedule (Weekly or Occasion)</u>
GARDEN GROVE/GG	Bryant Elementary	Mossler / Orangewood (Site# 2)	3 hours	7:20-8:20AM	1:55-2:55PM	Wednesday 1:00-2:00PM
GARDEN GROVE/GG	Bryant Elementary	Dale / Orangewood (Site# 3)	3 hours	7:20-8:20AM	1:55-2:55PM	Wednesday 1:00-2:00PM
LOS ALAMITOS/Rossmoor	Rossmoor Elementary	Bostonian / Montecito (Site# 7)	3 hours	7:15-8:15AM	2:00-3:00PM	Wednesday 1:00-2:00PM
LOS ALAMITOS/Rossmoor	Rossmoor Elementary	Montecito / Shakespeare (Site# 8)	3 hours	7:15-8:15AM	2:00-3:00PM	Wednesday 1:00-2:00PM
LOS ALAMITOS/Rossmoor	Rossmoor Elementary	Shakespeare Dr./ Bostonian Dr @ Rossmoor Way (Site# 9)	3 hours	7:15-8:15AM	2:00-3:00PM	Wednesday 1:00-2:00PM
LOS ALAMITOS/Los Alamitos	Weaver Elementary	Foster Rd / Bostonian Dr (Site# 10)	3 hours	7:15-8:15AM	2:10-3:10PM	Wednesday 12:50-1:50PM
LOS ALAMITOS/Los Alamitos	Hopkinson Elementary	Foster / Gertrude (Site# 4)	3 hours	7:15-8:15AM	2:05-3:05PM	Wednesday 1:20-2:20PM
LOS ALAMITOS/Los Alamitos	Hopkinson Elementary	Gertrude Dr. / Kensington Rd (Site# 5)	3 hours	7:15-8:15AM	2:05-3:05PM	Wednesday/ 1:20-2:20PM
LOS ALAMITOS/Los Alamitos	Lee Elementary	Foster / Shakespeare (Site# 6)	3 hours	7:05-8:05AM	1:55-2:55PM	Wednesday 12:55-1:55PM
MAGNOLIA/Anaheim	Salk Elementary	Gilbert / Cerritos (Site# 14)	3 hours	7:15-8:15AM	2:20-3:20PM	Thursday 12:55-1:55PM
MAGNOLIA/Anaheim	Salk Elementary	Gilbert / Chanticleer (Site# 13)	3 hours	7:15-8:15AM	2:20-3:20PM	Thursday 12:55-1:55PM
MAGNOLIA/Anaheim	Disney Elementary	Orange/ Gilbert (Site# 11)	3 hours	7:40-8:40AM	2:30-3:30PM	Thursday 1:20-2:20PM
MAGNOLIA/Anaheim	Disney Elementary	Orange / Rosebay (Site# 12)	3 hours	7:40-8:40AM	2:30-3:30PM	Thursday 1:20-2:20PM
MAGNOLIA/Stanton	Walter Elementary	Banta / Gilbert (Site# 15)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
MAGNOLIA/Stanton	Walter Elementary	Magnolia / Syracuse (Site# 16)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
ORANGE/Orange	Esplanade Elementary	Rancho Santiago / Spring (Site# 17)	3 hours	7:15-8:00AM	2:15-3:00PM	Wednesday 12:15-1:00PM
ORANGE/Orange	Esplanade Elementary	Hewes / Walnut (Site# 18)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
ORANGE/Orange	Esplanade Elementary	Hewes / Spring (Site# 19)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM

ORANGE/Orange	Esplanade Elementary	Esplanade / Spring (Site# 20)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
ORANGE/Orange	Panorama Elementary	Crawford Canyon Rd / Barret Ln (Site# 21)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
ORANGE/Villa Park	Villa Park High School	Taft / Nichols Ave (Site# 22)	3 hours	7:15-8:05AM	2:30-3:15PM	
PLACENTIA/Yorba Linda	Glendknoll Elementary	Crestknoll Dr. / Fairlynn Blvd. (Site# 33)	3 hours	7:15-8:00AM	2:05-2:50PM	
TUSTIN/Cowan Heights	Arroyo Elementary	Arroyo Ave / Coronel Rd (Site# 23)	3 hours	8:00-8:45AM	2:35-3:20PM	Wednesday 1:15-2:00PM
TUSTIN/North Tustin	Hewes Middle School	Barrett / Old Foothill (Site# 24)	3 hours	7:15-8:00AM (Wednesday 8:15-9:00AM)	2:15-3:00PM	
TUSTIN/North Tustin	Hewes Middle School	Hewes / Spaulding (Site# 25)	3 hours	7:15-8:00 (Wednesday 8:15-9:00AM)	2:15-3:00PM	
TUSTIN/North Tustin	Hewes Middle School	Foothill Blvd./Old Foothill Blvd. (Site# 26)	3 hours	7:15-8:00 (Wednesday 8:15-9:00AM)	2:15-3:00PM	
TUSTIN/North Tustin	Guin Foss Elementary	Holt / Venderlip (Site# 24)	3 hours	7:45-8:30AM	2:10-2:55PM	Wednesday 1:00-1:45PM
TUSTIN/North Tustin	Loma Vista Elementary	Carlsbad / Prospect (Site# 29)	3 hours	7:45-8:30PM	2:15-3:00PM	Wednesday 1:00-1:45PM
TUSTIN/North Tustin	Loma Vista Elementary	Malena / Santa Clara (Site# 28)	3 hours	7:45-8:30AM	2:30-3:15PM	Wednesday 1:00-1:45PM
TUSTIN/North Tustin	Red Hill Elementary	Red Hill / Skyline Dr (Site# 30)	3 hours	7:45-8:30AM	2:10-3:05PM	Wednesday 1:10-1:55PM
TUSTIN/North Tustin	Tustin Memorial Elementary	Browning / Irvine (Site# 32)	3 hours	7:30-8:15AM	2:15-3:00PM	Wednesday 12:50-1:45PM
TUSTIN/North Tustin	Tustin Memorial Elementary	Browning / Rainbow Dr (Site# 31)	3 hours	7:45-8:30AM	2:15-3:10PM	Wednesday 12:50-1:45PM
WESTMINSTER/Midway City	Hayden Elementary	Newland / Madison (Site# 1)	3 hours	7:15-8:15AM	1:50-3:00PM	Wednesday 12:50-1:50PM
CAPISTRANO/Coto De Caza	Wagon Wheel Elementary	Bridle Path / Oso Pkwy (Site# 34)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
CAPISTRANO/Coto De Caza	Wagon Wheel Elementary	Bridle Path / Gingham (Site# 35)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
CAPISTRANO/Coto De Caza	Wagon Wheel Elementary	Coto De Caza / Oso Pkwy (Site# 36.1)	3 hours	7:10-7:55AM	2:00-2:45PM	Wednesday 12:45-1:30PM
CAPISTRANO/Coto De Caza	Wagon Wheel Elementary	Coto De Caza / Oso Pkwy (Site# 36.2)	3 hours	7:10-7:55AM	2:00-2:45PM	Wednesday 12:45-1:30PM
CAPISTRANO/Ladera Ranch	Chaparral Elementary	Second St / Sienna Pkwy (Site# 38)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/Ladera Ranch	Chaparral Elementary	Second St / Main St (Site# 39)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/Ladera Ranch	Chaparral Elementary	Flintridge Ave / Sienna Pkwy (Site# 40)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/Ladera Ranch	Ladera* Ranch Elementary	Sellas Rd North / Sienna Pkwy (Site# 40.1)	3 hours	7:35-8:25 AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM

CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Sellas Rd North / Sienna Pkwy (Site# 40.2)	3 hours	7:35-8:25 AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Dorrance / Sienna Pkwy (Site# 41)	3 hours	7:35-8:25AM (Wednesday 8:40-9:25 AM)	2:15-3:20PM	Wednesday 2:00-2:30 PM 2:45-3:20 PM
CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Daisy St / Sienna Pkwy (Site# 42)	3 hours	7:35-8:25AM (Wednesday 8:40-9:25 AM)	2:15-3:20PM	Wednesday 2:00-2:30 PM 2:45-3:20 PM
CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Snap Dragon / Sellas Rd North (Site# 43.1)	3 hours	7:30-8:20AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Snap Dragon / Sellas Rd North (Site# 43.2)	3 hours	7:30-8:20 AM (Wednesday 8:30-9:20 AM)	2:15-3:20pm	Wednesday 2:00-3:20pm
CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Avendale Blvd/ Daisy St. (Site #49)	3 hours	7:30-8:20AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-2:30 PM 2:45-3:20 PM
CAPISTRANO/ Ladera Ranch	Ladera* Ranch Elementary	Dorrance Drive / Fallabella (Sie# 50)	3 hours	7:30-8:20AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-2:30 PM 2:45-3:20 PM
CAPISTRANO/ Ladera Ranch	Oso Grande Elementary	O'Neil Dr / Sienna Pkwy (Site# 44.1)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/ Ladera Ranch	Oso Grande Elementary	O'Neil Dr / Sienna Pkwy (Site# 44.2)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/ Ladera Ranch	Oso Grande Elementary	O'Neil Dr / Sienna Pkwy (Site# 44.3)	3 hours	7:30 - 8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/ Ladera Ranch	Oso Grande Elementary	Sienna Pkwy/ Covenant Hills Dr. (Site 48)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/ Ladera Ranch	Oso Grande Elementary	Sienna Pkwy/ Covenant Hills Dr. (Site 48.1)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
CAPISTRANO/ Las Flores	Las Flores Elementary School	Antonio Pkwy / Sweetwater/Sable (Site# 51.1)	3 hours	TBD	TBD	
CAPISTRANO/ Las Flores	Las Flores Middle School	Oso Pkwy / Morning Trail (Site# 45.3)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
CAPISTRANO/ Las Flores	Las Flores Middle School	Oso Pkwy / Morning Trail (Site# 45.4)	3 hours	8:10 – 8:55 AM (Wed. 9:10-9:55AM)	3:15-4:00PM	
CAPISTRANO/ Las Flores	Las Flores Middle School	Antonio Pkwy / Sweetwater (Site# 46.2)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
CAPISTRANO/ Las Flores	Las Flores Middle School	Antonio Pkwy at Sweetwater/Sable (Site# 47)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
CAPISTRANO/ Mission Viejo	Escencia** Elementary	Andaza/Aprender (Site# 42.1)	3 hours 20 mins	TBD	TBD	
CAPISTRANO/ Mission Viejo	Escencia** Elementary	Andaza/Aprender (Site# 42.2)	3 hours 20 mins	TBD	TBD	
CAPISTRANO/ Mission Viejo	Escencia** Elementary	Andaza/Tierna (Site# 42.3)	3 hours 20 mins	TBD	TBD	
CAPISTRANO/ Rancho Santa Margarita	Las Flores Elementary	Oso Pkwy / Morning Trail (Site# 45.1)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM

CAPISTRANO/ Rancho Santa Margarita	Las Flores Elementary	Oso Pkwy / Morning Trail (Site# 45.2)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
CAPISTRANO/ Rancho Santa Margarita	Las Flores Elementary	Antonio Pkwy / Sweetwater (Site# 46.1)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
SADDLEBACK VALLEY/ Trabuco Canyon	Trabuco Canyon Elementary	Trabuco Cyn Rd / Trabuco Oaks (Site# 37)	3 hours	7:25-8:10AM	1:50-2:35PM	
SUMMER SCHOOL SCHEDULES TBD						

**Note: The following applies to the (8) sites for Ladera Ranch:*

- (1) Due to bell schedules, Wednesdays will be billed at 3.25 hours,
- (2) Due to Special Events, there will be days during the school year that will be billed at 4.0 hours

***Note: Extended hours*

AM and PM hours are Pacific Time.

Crossing Guard Locations and Times are Subject to Change. Any schedule changes must be agreed upon by Contractor, School District, and County in advance. Contractor is to train the site supervisor and crossing guard on the new hours and document the training.

Contractor is not required to provide services on County observed holidays except when the same holidays are not observed by the school district.

Holidays observed by the County: New Year's Day, Martin Luther King Day, Presidents' Day, Lincoln's Birthday, Memorial Day, July 4th, Columbus Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for School Crossing Guard Services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Hourly Compensation for Crossing Guard Services:

\$29.58 / hour

Contract term amount shall not exceed \$3,502,896.00.

3. Price Increase/Decreases: No price increases will be permitted during the first period of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Name of County Agency/Department
 - d. Delivery/service address
 - e. Master Agreement (MA) or Purchase Order (PO) number
 - f. Agency/Department’s Account Number
 - g. Date of invoice
 - h. Product/service description, quantity, and prices
 - i. Sales tax, if applicable
 - j. Total

Invoice and support documentation are to be forwarded to applicable location:

Sheriff-Coroner Department/North Operations
550 N Flower St.
Santa Ana, CA 92703
Attn: Brigitte Ludwig

Sheriff-Coroner Department/South Operations
20202 Windrow Dr.
Lake Forest, CA 92630
Attn: Chelsea Van De Kreeke

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

STAFFING PLAN

I. KEY PERSONNEL

Name	Classification/Designation
Edmund Boccuzzi	Lead Supervisor (Project Manager)
Michelle Fernandez	Area Supervisor
Emily Patterson	Assistant Area Supervisor
Annette Tafoya Ramos	Assistant Area Supervisor
Kim Brooks	National Operations Manager

II. ALTERNATE PERSONNEL (only when Key Personnel is not available)

Name	Classification/Designation
Kim Brooks	National Operations Manager
Patricia Pohl	Vice President of Operations
Jennifer Lucero	Operations Manager (Los Angeles County)

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.