

~~AMENDMENT NUMBER TWO~~
~~TO~~
~~CONTRACT MA-060-17010182~~
~~BETWEEN THE~~
~~COUNTY OF ORANGE~~
~~AND~~
~~AMERICAN GUARD SERVICES, INC.~~

~~This AMENDMENT NUMBER TWO to Contract Number MA-060-17010182 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and American Guard Services, Inc. ("CONTRACTOR") with a place of business at 1299 E. Artesia Blvd., Suite 200, Carson, CA 90746, is made and entered upon execution of all necessary signatures.~~

~~RECITALS:~~

~~WHEREAS, COUNTY and CONTRACTOR executed a Contract for Crossing Guard Services under Contract Number MA-060-17010182 on October 25, 2016 (hereinafter "ORIGINAL CONTRACT") for a two (2) year term of November 1, 2016 through and including October 31, 2018, renewable for a two (2) consecutive year term and one (1) additional one year term; and~~

~~WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on February 10, 2017 to add two (2) additional crossing guards at Oso Grande Elementary School, Sienna Parkway/Covenant Hills Drive at a cost of \$33,847.20 for a new not to exceed Contract amount of \$1,006,568.80 (hereinafter "AMENDMENT NUMBER ONE"); and~~

~~WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to add two (2) additional crossing guards, one (1) crossing guard at Dorrance Drive at Falabella and one (1) at Avendale Blvd. at Daisy St. in support of Ladera Ranch Elementary school and Ladera Ranch Middle school; and~~

~~WHEREAS, the addition of two crossing guards will cost \$33,848.00 for a new not to exceed Contract amount of \$1,040,416.80, and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

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

~~1. ARTICLES~~

~~a. ATTACHMENT A, Scope of Work—Section I, Item 4 and Section II have been revised to read as follows:~~

~~I. Contractor shall provide the following to County:~~

4. ~~In the event of a complaint received from the schools or citizens, the contractor shall contact the County's Project Manager, Lt. Jeffrey Puckett at 714-647-4094, within two (2) hours to advise status of remedy/resolution of said complaint.~~

~~H. Crossing Guard Assignments and Locations:~~

<u>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>
ANAHEIM	Salk Elementary	Gilbert / Cerritos (Site# 14)	3 hours	7:15-8:15AM	2:20-3:20PM	Thursday 12:55-1:55PM
		Gilbert / Chanticleer (Site# 13)	3 hours	7:15-8:15AM	2:20-3:20PM	Thursday 12:55-1:55PM
ANAHEIM	Disney Elementary	Orange / Gilbert (Site# 11)	3 hours	7:40-8:40AM	2:30-3:30PM	Thursday 1:20-2:20PM
		Orange / Rosebay (Site# 12)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
STANTON	Walter Elementary	Banta / Gilbert (Site# 15)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
		Magnolia / Syracuse (Site# 16)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
GARDEN GROVE	Bryant Elementary	Mossler / Orangewood (Site# 2)	3 hours	7:20-8:20AM	1:55-2:55PM	Wednesday 1:00-2:00PM
		Dale / Orangewood (Site# 3)	3 hours	7:20-8:20AM	1:55-2:55PM	Wednesday 1:00-2:00PM
LOS ALAMITOS	Rossmoor Elementary	Bostonian / Montecito (Site# 7)	3 hours	7:15-8:15AM	1:40-2:30PM	Wednesday 12:40-1:30PM
		Montecito / Shakespeare (Site# 8)	3 hours	7:15-8:15AM	1:40-2:30PM	Wednesday 12:40-1:30PM
	Rossmoor Elementary	Shakespeare Dr./ Bostonian Dr @ Rossmoor Way (Site# 9)	3 hours	7:15-8:15AM	1:40-2:30PM	Wednesday 12:40-1:30PM
	Weaver Elementary	Foster Rd / Bostonian Dr (Site# 10)	3 hours	7:15-8:15AM	2:10-3:10PM	Wednesday 12:50-1:50PM
	Hopkinson Elementary	Foster / Gertrude (Site# 4)	3 hours	7:15-8:15AM	2:05-3:05PM	Wednesday 1:20-2:20PM
	Hopkinson Elementary	Gertrude Dr./ Kensington Rd (Site# 5)	3 hours	7:15-8:15AM	2:05-3:05PM	Wednesday/ 1:20-2:20PM

	Lee Elementary	Foster / Shakespeare (Site# 6)	3 hours	7:05-8:05AM	1:55-2:55PM	Wednesday 12:55-1:55PM
MIDWAY CITY	Hayden Elementary	Newland / Madison (Site# 1)	3 hours	7:15-8:15AM	1:50-3:00PM	Wednesday 1:00-2:00PM
ORANGE	Esplanade Elementary	Rancho Santiago / Spring (Site# 17)	3 hours	7:15-8:05AM	2:15-3:00PM	Wednesday 12:15-1:00PM
		Hewes / Walnut (Site# 18)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
		Hewes / Spring (Site# 19)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
		Esplanade / Spring (Site# 20)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
COWAN HEIGHTS	Arroyo Elementary	Arroyo Ave / Coronel Rd (Site# 22)	3 hours	8:00-8:45AM	2:35-3:20PM	Wednesday 1:15-2:00PM
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	
		Hewes / Spaulding (Site# 25)	3 hours	7:15-8:00 (Wednesday 8:15-9:00AM)	2:15-3:00PM	
	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	
NORTH TUSTIN	Guin Foss Elementary	Holt / Venderlip (Site# 23)	3 hours	7:45-8:30AM	2:10-2:55PM	Wednesday 1:00-1:45PM
NORTH TUSTIN	Loma Vista Elementary	Carlsbad / Prospect (Site# 28)	3 hours	7:45-8:30PM	2:15-3:00PM	Wednesday 1:00-1:45PM
		Malena / Santa Clara (Site# 27)	3 hours	7:45-8:30AM	2:30-3:15PM	Wednesday 1:00-1:45PM
NORTH TUSTIN	Red Hill Elementary	Red Hill / Skyline Dr (Site# 29)	3 hours	7:45-8:30AM	2:10-3:05PM	Wednesday 1:10-1:55PM
NORTH TUSTIN	Tustin Memorial Elementary	Browning / Irvine (Site# 31)	3 hours	7:30-8:15AM	1:55-2:40PM	Wednesday 12:50-1:45PM
		Browning / Rainbow Dr (Site# 30)	3 hours	7:45-8:30AM	2:25-3:10PM	Wednesday 12:50-1:45PM
VILLA PARK	Villa Park High School	Taft / Nichols Ave (Site# 21)	3 hours	7:15-8:05AM	2:30-3:15PM	
YORBA LINDA	Glendknoll Elementary	Crestknoll Dr. / Fairlynn Blvd. (Site# 32)	3 hours	7:15-8:00AM	2:05-2:50PM	
COTO-DE CAZA	Wagon Wheel Elementary	Bridle Path / Oso Pkwy (Site# 33)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
		Bridle Path / Gingham (Site# 34)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM

		Coto De Caza / Oso Pkwy (Site# 35.1)	3 hours	7:10-7:55AM	2:00-2:45PM	Wednesday 12:45-1:30PM
		Coto De Caza / Oso Pkwy (Site# 35.2)	3 hours	7:10-7:55AM	2:00-2:45PM	Wednesday 12:45-1:30PM
LADERA RANCH	Chaparral Elementary	Second St / Sienna Pkwy (Site# 37)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		Second St / Main St (Site# 38)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		Flintridge Ave / Sienna Pkwy (Site# 39)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
LADERA RANCH	Ladera Ranch Elementary & Middle School	Sellas Rd North / Sienna Pkwy (Site# 40.1)	3 hours	7:35-8:15 AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
		Sellas Rd North / Sienna Pkwy (Site# 40.2)	3 hours	7:35-8:15 AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
		Dorrance / Sienna Pkwy (Site# 41)	3 hours	7:35-8:15AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
		Daisy St / Sienna Pkwy (Site# 42)	3 hours	7:35-8:15AM (Wednesday 8:40-9:25 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
		Snap Dragon / Sellas Rd North (Site# 43.1)	3 hours	7:35-8:15AM (Wednesday 8:30-9:20 AM)	2:15-3:20PM	Wednesday 2:00-3:20 PM
		Snap Dragon / Sellas Rd North (Site# 43.2)	3 hours	7:35-8:15 AM (Wednesday 8:30-9:20 AM)	2:15-3:20pm	Wednesday 2:00-3:20pm
ADDED		Avendale Blvd/Daisy St (Site #49)	3-Hours			
ADDED		Dorrance Drive/Falabella (Site #50)	3-Hours			
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
		O'Neil Dr / Sienna Pkwy (Site# 44.2)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		O'Neil Dr / Sienna Pkwy (Site# 44.3)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		Sienna Pkwy/Covenant Hills Dr. (Site 48)	3 hours			

		Sienna Pkwy/Covenant Hills Dr. (Site 48.1)	3 hours			
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	
		Oso Pkwy / Morning Trail (Site# 45.4)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
		Antonio Pkwy / Sweetwater (Site# 46.2)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
		Antonio Pkwy at Sweetwater/Sable (Site# 47.1)	3 hours			
LAS FLORES	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
		Oso Pkwy / Morning Trail (Site# 45.2)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
		Antonio Pkwy / Sweetwater (Site# 46.1)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
		Antonio Pkwy at Sweetwater/Sable (Site# 47.1)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
TRABUCO CANYON	Trabuco Canyon Elementary	Trabuco Cyn Rd / Trabuco Oaks (Site# 36)	3 hours	7:25-8:10AM	1:50-2:35PM	

***AM and PM hours are Pacific Time**

Crossing Guard Locations and Times are Subject to Change.

b. ~~ATTACHMENT B, Pricing, of the ORIGINAL CONTRACT, MA 060-12010640 is amended to read in its entirety as follows:~~

ATTACHMENT B Pricing

Contract shall provide the services set forth in Attachment A, Scope of Work at the following rates:

Hourly Compensation for the Crossing Guard Services: \$15.67 / hour;

Contract amount shall not exceed \$1,040,416.80 for the first two-year term of November 1, 2016 through October 31, 2018.

- ~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-17010182) is attached hereto as Exhibit A and incorporated by this reference.~~
- ~~3. A true and correct copy of AMENDMENT NUMBER One (Contract Number MA-060-17010182) is attached hereto as Exhibit B and incorporated by this reference.~~
- ~~4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO remain in full force and effect.~~

~~IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to Contract Number # MA-060-17010182.~~

~~*Contractor: American Guard Services, Inc.~~

~~By: _____ Title: _____~~

~~Print Name: _____ Date: _____~~

~~*Contractor: American Guard Services, Inc.~~

~~By: _____ Title: _____~~

~~Print Name: _____ Date: _____~~

~~*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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: _____

~~EXHIBIT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-17010182)~~

EXHIBIT B

~~AMENDMENT NUMBER ONE (Contract Number MA-060-17010182)~~



**CONTRACT MA-060-19010294
BETWEEN THE
ORANGE COUNTY
AND
ALL CITY MANAGEMENT SERVICES, INC.
FOR
CROSSING GUARD SERVICES**

This Agreement, 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, hereinafter referred to as "County," and All City Management Services, Inc. with a place of business at 10440 Pioneer Blvd. Suite 5, Santa Fe Spring, CA 90670 hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to County's Request for Proposal ("RFP") for School Crossing Guard Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide School Crossing Guard Services 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/Compensation Provisions, 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 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 trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, and C and Exhibit 1, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee, hereinafter "Purchasing Agent."

- 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:** Intentionally left blank.
- E. **Delivery:** Intentionally left blank.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Intentionally left blank.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Intentionally left blank.
- 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 or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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 all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations.
- 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 nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under

Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

O. **Performance:** 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

P. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase 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, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of 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	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Insurance	\$1,000,000 per claims or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on 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, agents and*

employees as Additional Insured's, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

- 2) A primary non-contributing 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.

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, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for 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.

The Commercial General Liability policy shall contain a severability of interest's clause, also known as a "separation of insured's" clause (standard in the ISO CG 001 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 deposit copies of acceptable Certificates of Insurance and endorsements with 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.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer

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

- R. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.
- County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.
- S. **Force Majeure:** Contractor shall not be deemed to be in breach of the Contract for 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 thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- T. **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.
- U. **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 "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- V. **Freight:** Intentionally left blank.
- W. **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.
- X. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear their own attorney's fees, costs and expenses.
- Y. **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.

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 surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

BB. **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.

CC. **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.

DD. 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.

EE. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

FF. Pricing: The Contract price, as more fully set forth in Attachment E, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

GG. Waiver of Jury Trial: Intentionally left blank.

HH. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

II. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

JJ. Calendar Days: Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

KK. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Additional Terms and Conditions:

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A.”

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and continue for two (2) 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 one (1) two (2) consecutive year term and one (1) additional one (1) year term. 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:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The 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 the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time

lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The 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 the Contract.

10. **Contractor Personnel – Reference Checks:** **The 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 anticipated 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.**
11. **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.
12. **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 three 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.
13. **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.
14. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

15. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.

16. **Default - Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.

17. **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 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 the 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.

18. **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.

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:
- a. 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).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. 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:

- a. The Contractor has made false certification, or
- b. 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 federal Form 1099-Misc 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/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

21. **News/Information Release:** The 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 agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

For Contractor: All City Management Services, Inc.
Attention: Harlan Sims
10440 Pioneer Blvd. Suite 5
Santa Fe Spring, CA 90670

For County: County of Orange
Attention: David Hsi
Sheriff-Coroner Department
320 N. Flower St
Santa Ana, CA 92703

23. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the 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 articles of this Contract, and then the exhibits and attachments.
24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the 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 execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

25. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
26. **Usage Reports:** The contractor shall submit usage reports upon request by the Sheriff-Coroner Department /County of Orange. The usage report shall be in a format specified by Sheriff-Coroner Department.

-Signature Page to Follow-

The Parties hereto have executed this Contract# MA-060-19010294 for the purchase of School Crossing Guard Services on the dates shown opposite their respective signatures below

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

**ATTACHMENT A
SCOPE OF WORK**

I. Contractor shall provide the following to County:

Contractor shall provide crossing guard services for 25 schools in 13 cities. There are currently sixty-one (61) Crossing Guard locations that are staffed during the school year.

1. Summer school may be offered by some schools covered by this contract. 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 services under this contract.
2. County shall 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 agree to add or reduce service locations in accordance with the Board of Supervisor's actions. Attachment A shall be revised 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 will be responsible to 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 North Patrol Bureau Commander at 714-647-4094 within two (2) hours to advise status of remedy/resolution of said complaint.
5. Contractor shall furnish a written report of the incident to the Orange County Sheriff's Department, North Patrol Bureau Commander within five (5) business days after the occurrence.
6. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location, or on an emergency basis.
7. Contractor will be responsible for all supervision of all employees at all sites, including visiting all sites on regular basis, to ensure school crossing guard services are provided at required places and times and in accordance with the terms of this Contract.
8. In the event a crossing guard fails to report to work and the Contractor is unable to furnish an alternate crossing guard, the Contractor shall contact OCSD Watch Commander as soon as possible at (714) 628-7170 so 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.
9. 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 (3) 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 (3) 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.
10. 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), Chapter 7D. Crossing Supervision, (see http://www.dot.ca.gov/trafficops/camutcd/docs/2014r2/CAMUTCD2014_rev2.pdf). 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.
11. 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.
12. Contractor shall provide all Crossing Guards with uniforms as described in the CMUTCD Section 7D.04, "Uniform of Adult Crossing Guards" (see http://www.dot.ca.gov/trafficops/camutcd/docs/2014r2/CAMUTCD2014_rev2.pdf) 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.

13. 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.
14. 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 http://www.dot.ca.gov/trafficops/camutcd/docs/2014r2/CAMUTCD2014_rev2.pdf).
15. While on duty, Crossing Guards shall remain free from distractions, including (but not limited to) use of all electronic devices and ear buds/ headsets.
16. 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
17. 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.
18. Contractor shall work in cooperation with any prior vendor or future vendors to ensure a smooth transition in provision of services..
19. The County shall not supply any items for this Contract.

II. Crossing Guard Assignments and Locations:

<u>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>
ANAHEIM	Salk Elementary	Gilbert / Cerritos (Site# 14)	3 hours	7:15-8:15AM	2:20-3:20PM	Thursday 12:55-1:55PM
		Gilbert / Chanticleer (Site# 13)	3 hours	7:15-8:15AM	2:20-3:20PM	Thursday 12:55-1:55PM
	Disney Elementary	Orange/ Gilbert (Site# 11)	3 hours	7:40-8:40AM	2:30-3:30PM	Thursday 1:20-2:20PM
		Orange / Rosebay (Site# 12)	3 hours	7:40-8:40AM	2:30-3:30PM	Thursday 1:20-2:20PM
	Walter Elementary	Banta / Gilbert (Site# 15)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
		Magnolia / Syracuse (Site# 16)	3 hours	7:40-8:40AM	2:45-3:45PM	Thursday 1:20-2:20PM
COTO DE CAZA	Wagon Wheel Elementary	Bridle Path / Oso Pkwy (Site# 33)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM

		Bridle Path / Gingham (Site# 34)	3 hours	7:10-7:55AM	1:55- 2:40PM	Wednesday 12:40- 1:25PM
		Coto De Caza / Oso Pkwy (Site# 35.1)	3 hours	7:10-7:55AM	2:00- 2:45PM	Wednesday 12:45- 1:30PM
		Coto De Caza / Oso Pkwy (Site# 35.2)	3 hours	7:10-7:55AM	2:00- 2:45PM	Wednesday 12:45- 1:30PM
GARDEN GROVE	Bryant Elementary	Mossler / Orangewood (Site# 2)	3 hours	7:20-8:20AM	1:55- 2:55PM	Wednesday 1:00-2:00PM
		Dale / Orangewood (Site# 3)	3 hours	7:20-8:20AM	1:55- 2:55PM	Wednesday 1:00-2:00PM
LADERA RANCH	Chaparral Elementary	Second St / Sienna Pkwy (Site# 37)	3 hours	7:30-8:15AM	2:10- 2:55PM	Wednesday 12:55- 1:40PM
		Second St / Main St (Site# 38)	3 hours	7:30-8:15AM	2:10- 2:55PM	Wednesday 12:55- 1:40PM
		Flintridge Ave / Sienna Pkwy (Site# 39)	3 hours	7:30-8:15AM	2:10- 2:55PM	Wednesday 12:55- 1:40PM
	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
		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
		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
		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
		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
		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
		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
		Dorrance Drive / Fallabella (Sie# 50)	3 hours	7:30-8:20AM (Wednesday		Wednesday 2:00-2:30 PM 2:45-3:20 PM

				8:30-9:20 AM)		
	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
		O'Neil Dr / Sienna Pkwy (Site# 44.2)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		O'Neil Dr / Sienna Pkwy (Site# 44.3)	3 hours	7:30 - 8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		Sienna Pkwy/ Covenant Hills Dr. (Site 48)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
		Sienna Pkwy/ Covenant Hills Dr. (Site 48.1)	3 hours	7:30-8:15AM	2:10-2:55PM	Wednesday 12:55-1:40PM
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	
		Oso Pkwy / Morning Trail (Site# 45.4)	3 hours	8:10 – 8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
		Antonio Pkwy / Sweetwater (Site# 46.2)	3 hours	8:10-8:55AM (Wednesday 9:10-9:55AM)	3:15-4:00PM	
	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	
LOS ALAMITOS	Rossmoor Elementary	Bostonian / Montecito (Site# 7)	3 hours	7:15-8:15AM	2:00-3:00PM	Wednesday 1:00-2:00PM
		Montecito / Shakespeare (Site# 8)	3 hours	7:15-8:15AM	2:00-3:00PM	Wednesday 1:00-2:00PM
	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
	Weaver Elementary	Foster Rd / Bostonian Dr (Site# 10)	3 hours	7:15-8:15AM	2:10-3:10PM	Wednesday 12:50-1:50PM
	Hopkinson Elementary	Foster / Gertrude (Site# 4)	3 hours	7:15-8:15AM	2:05-3:05PM	Wednesday 1:20-2:20PM
	Hopkinson Elementary	Gertrude Dr. / Kensington Rd (Site# 5)	3 hours	7:15-8:15AM	2:05-3:05PM	Wednesday/ 1:20-2:20PM
	Lee Elementary	Foster / Shakespeare (Site# 6)	3 hours	7:05-8:05AM	1:55-2:55PM	Wednesday 12:55-1:55PM
MIDWAY CITY	Hayden Elementary	Newland / Madison (Site# 1)	3 hours	7:15-8:15AM	1:50-3:00PM	Wednesday 12:50-1:50PM

ORANGE	Esplanade Elementary	Rancho Santiago / Spring (Site# 17)	3 hours	7:15-8:00AM	2:15-3:00PM	Wednesday 12:15-1:00PM
		Hewes / Walnut (Site# 18)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
		Hewes / Spring (Site# 19)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
		Esplanade / Spring (Site# 20)	3 hours	7:30-8:15AM	2:05-2:50PM	Wednesday 12:05-12:50PM
COWAN HEIGHTS	Arroyo Elementary	Arroyo Ave / Coronel Rd (Site# 22)	3 hours	8:00-8:45AM	2:35-3:20PM	Wednesday 1:15-2:00PM
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	
		Hewes / Spaulding (Site# 25)	3 hours	7:15-8:00 (Wednesday 8:15-9:00AM)	2:15-3:00PM	
	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	
	Guin Foss Elementary	Holt / Venderlip (Site# 23)	3 hours	7:45-8:30AM	2:10-2:55PM	Wednesday 1:00-1:45PM
	Loma Vista Elementary	Carlsbad / Prospect (Site# 28)	3 hours	7:45-8:30PM	2:15-3:00PM	Wednesday 1:00-1:45PM
		Malena / Santa Clara (Site# 27)	3 hours	7:45-8:30AM	2:30-3:15PM	Wednesday 1:00-1:45PM
	Red Hill Elementary	Red Hill / Skyline Dr (Site# 29)	3 hours	7:45-8:30AM	2:10-3:05PM	Wednesday 1:10-1:55PM
	Tustin Memorial Elementary	Browning / Irvine (Site# 31)	3 hours	7:30-8:15AM	2:15-3:00PM	Wednesday 12:50-1:45PM
		Browning / Rainbow Dr (Site# 30)	3 hours	7:45-8:30AM	2:15-3:10PM	Wednesday 12:50-1:45PM
RANCHO SANTA MARGARIT A	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
		Oso Pkwy / Morning Trail (Site# 45.2)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
		Antonio Pkwy / Sweetwater (Site# 46.1)	3 hours	7:10-7:55AM	1:55-2:40PM	Wednesday 12:40-1:25PM
TRABUCO CANYON	Trabuco Canyon Elementary	Trabuco Cyn Rd / Trabuco Oaks (Site# 36)	3 hours	7:25-8:10AM	1:50-2:35PM	
VILLA PARK	Villa Park High School	Taft / Nichols Ave (Site# 21)	3 hours	7:15-8:05AM	2:30-3:15PM	

YORBA LINDA	Glendknoll Elementary	Crestknoll Dr. / Fairlynn Blvd. (Site# 32)	3 hours	7:15-8:00AM	2:05- 2:50PM	
<u>SUMMER</u> <u>SCHOOL</u> <u>SCHEDULE</u> S: TBD						

Crossing Guard Locations Are Subject to Change.

1. Services shall not be required on County observed holidays.

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. (Contractor is responsible for verification of County observed holidays).

**ATTACHMENT B
PAYMENT/ COMPENSATION**

This is a fixed fee Contract between County and Contractor for services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. **Pricing:** Pricing set forth herein shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County. County will accept decreases only. Pricing will be firm unless a reduction is available.

Price increases after first term shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for Urban Consumers for non-labor, and Urban Wage Earners and Clerical Workers for labor.

In the event Contractor requests an hourly rate increase as a result of a government mandated minimum wage increase, the County will require Contractor to furnish an employee payroll records for the purpose of verifying which employees on this job are eligible for a minimum wage increase.

2. **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 name, remittance address and tax I.D. number
- c. Name of County agency/department
- d. Delivery/service address
- e. County contract number
- f. Department's account number
- g. Date of invoice
- h. Billing period
- i. Date of service; location/route
- j. Trip charges
- k. Sales tax, if applicable
- l. Total Payments and/or invoices are to be sent to:

County of Orange
Sheriff-Coroner/North Operation Division
550 N Flower St.
Santa Ana, CA 92703
Attn: Candice Aubuchon
714-647-1850

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. Hourly Compensation for Crossing Guard Services:

Year 1 - \$17.49 / hour

Year 2 - \$18.99/ hour

Contract term (November 1, 2018 through and including October 31, 2020) shall not exceed \$1,221,652.00

4. **Payment Terms – Payment in Arrears:** The invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a

format acceptable to the County 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 not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

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

5. 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**

1. Primary Staff/Key Personnel to perform Contract duties

Name	Classification
Patricia Pohl	VP, Field Operations
Michele Busch	Project Manager, Field Operations
Carrie Payne	Field Operations
Michele Fernandez	Field Operations
Julie Bash	Field Operations

2. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification
Baron Farwell	General Manager
John Dotson	Field Operation Manager
Any Office Staff Member	800-540-9290
24 Hour Emergency Hotline	977-363-2267

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the services required. Assignment of additional key personnel shall be subject to County approval in writing. In addition to the rights set forth in paragraph regarding Contractor's Project Manager removal, County expressly retain the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 3 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

EXHIBIT 1
County of Orange Child Support Enforcement
Certification Requirements

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

(Additional sheets may be used if necessary)

County Use Only	
Department Name	Sheriff-Coroner
DPA Name	David Hsi
Email Address	dhsi@ocsd.org
Phone Number	714-834-3381