

9. Professional Services Agreement with All City Management Services for Crossing Guard Services

Recommendation:

Approve and authorize the City Administrator to execute a Professional Services Agreement with All City Management Services, in substantially the same form as submitted, for crossing guard services, for a total amount not-to-exceed \$165,014, for a three-year term.

City Council Agenda Report

Meeting Date: August 1, 2023
From: Robert Sousa, Chief of Police
Department: Police
Submitted by: Brandon Gray, Captain

Subject

Professional Services Agreement with All City Management Services for Crossing Guard Services

Recommendation

Approve and authorize the City Administrator to execute a Professional Services Agreement with All City Management Services, in substantially the same form as submitted, for crossing guard services, for a total amount not-to-exceed \$165,014, for a three-year term.

Background

To ensure the safety of students and their families, the City currently provides crossing guard services at three intersections located near Vernon City Elementary School and Maywood Elementary School, respectively. Although Maywood Elementary is not within Vernon, the school is located just outside of City boundaries and is attended by Vernon residents. The areas surrounding the two schools are densely populated and, with a mass of commuters traveling to and from work, school, and home, traffic is consistently heavy. The crossing guard services provided by the City are vital to maintain the safety and welfare of the public.

The City's previous contract for crossing guard services with All City Management Services (ACMS) expired on June 30, 2023. Prior to the contract expiration, the Police Department (Department) obtained a quote from ACMS for the 2023-2024 school year. The cost quoted for one year of services exceeded \$50,000, thus triggering the requirement for staff to conduct a formal competitive selection process and issue a Request for Proposals (RFP) in accordance with Vernon Municipal Code (VMC) Section 3.32.080.

Subsequently, on July 10, 2023 the Department issued an RFP seeking proposals for crossing guard services. Pursuant to VMC Section 3.32.080, the RFP was reviewed by the City Attorney and approved by the City Administrator. The RFP was posted on PlanetBids and emailed to five qualified vendors as required by VMC Section 3.32.130. In response to the RFP, only two proposals were received by the July 24, 2023 deadline. The written proposals were subject to a review process by three (3) Department employees with extensive knowledge of the City's crossing guard program (selection panel). Individual scores were applied by members of the selection panel using the weighted evaluation criteria set forth in the RFP. Once the scores were averaged, ACMS held the overall top score.

Based on the results of the RFP, staff recommends approval of a three-year agreement with ACMS to provide crossing guard services for the City. ACMS met all the RFP criteria, including qualifications, responsiveness to the RFP, and references. ACMS has over 36 years of experience providing crossing guard services to communities in 20 states, including several in the Southern California area.

The proposed agreement has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact

The fiscal impact is not-to-exceed \$165,014. Sufficient funds are available in General Fund, Community Development, Professional Services – Other Account No. 011-010-160-529215 for the current fiscal year.

Attachments

1. ACMS Agreement

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND ALL CITY
MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

COVER PAGE

Contractor:	All City Management Services, Inc.
Responsible Principal of Contractor:	David Mecusker, Marketing & Contract Manager
Notice Information - Contractor:	All City Management Services 10440 Pioneer Boulevard, Suite 5 Santa Fe Springs, CA 90670 Attention: David Mecusker, Marketing & Contract Manager
Contract Manager	Telephone: 800-540-9290
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Robert Sousa, Police Chief Telephone: (323) 583-8811 ext. 114
Commencement Date:	August 1, 2023
Termination Date:	July 31, 2026
Consideration:	Total not to exceed \$165,014.00 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and All City Management Services, Inc. a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on August 1, 2023.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about July 10, 2023, and titled Crossing Guard Services, and Contractor's proposal to the City ("Proposal") dated July 24, 2023, Exhibit "A", a copy which is attached to and incorporated into this Agreement by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed in a competent, professional, and satisfactory manner in accordance with the prevailing industry standards for such services.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.

3.2 Contractor shall not subcontract any services to be performed by it under this Agreement without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

.0 TERM. The term of this Agreement shall commence on August 1, 2023, and it shall continue until July 31 2026, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed [state amount] without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment, and transportation which may be required for furnishing services pursuant to this Agreement. Materials shall be of the highest quality. The above Agreement fee shall include all staff time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related costs and expenses.

5.4 City shall reimburse Contractor only for those costs or expenses specifically approved in this Agreement, or specifically approved in writing in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Contractor:

5.4.1 The actual costs of subcontractors for performance of any of the services that Contractor agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.

5.4.2 Approved reproduction charges.

5.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

5.5 Contractor shall not receive any compensation for extra work performed without the prior written authorization of City. As used herein, "extra work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Compensation for any authorized extra work shall be paid in accordance with the payment schedule as set forth in Exhibit "B," if the extra work has been approved by the City.

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and

interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

6.1 As scheduled services are completed, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred according to said schedule.

6.2 Each such invoice shall state the basis for the amount invoiced, including a detailed description of the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 Contractor understands and agrees that invoices which lack sufficient detail to measure performance will be returned and not processed for payment.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs, and authorized extra work covered by that invoice.

7.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

8.0 COORDINATION OF SERVICES. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such

claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees. Notwithstanding anything in this section to the contrary, however, in the event that a court of jury determines that liability with respect to any "Claims or Liabilities" was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Loss based upon the parties' respective degrees of culpability, as determined by the court or jury, and Contractor's duty to indemnify the City, its officers, agents, employees will be limited accordingly.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

ii. Contractor agrees to subrogate automobile liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries, and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services. The city of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds and under the Contractors' policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

iii. General Liability with minimum limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Agreement. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

(1) If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor,

meeting the requirements set forth herein.

(2) Contractor agrees to subrogate General Liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries, and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

iv. Excess Coverage – Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to project it as a named insured. Any umbrella liability policy or excess liability policy will in "following form" and will contain a provision to the effect that, if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance.

v. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws for California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
- (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or
- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.

vi. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

vii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized

by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Agreement and seek damages from the Agreement resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

11.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, officer or employee of City and shall furnish such services in its own manner and method except as required by this Agreement, or any applicable statute, rule, or regulation. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. City assumes no liability for Contractor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Contractor. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, subcontractors and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

11.2 CONTRACTOR NOT AGENT. Except as the City may authorize

in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Agreement. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

11.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy, or incompleteness.

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and executed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

11.7 SUCCESSORS. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors, and/or assigns.

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Agreement. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

11.10 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11 INTERPRETATION.

11.11.1 Applicable Law. This Agreement shall be deemed an agreement and shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees that the State and Federal courts which sit in the State of California shall have exclusive jurisdiction over all controversies and disputes arising hereunder, and submits to the jurisdiction thereof.

11.11.2 Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).

11.11.3 Written Amendment. This Agreement may only be changed by written amendment executed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

11.11.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

11.11.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's Proposal.

11.11.6 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

11.12 TIME OF ESSENCE. Time is strictly of the essence of this agreement and each and every covenant, term, and provision hereof.

11.13 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

11.14 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

11.15 NOTICES. Any notice or demand to be given by one party to the other must be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City:

City of Vernon

Attention: Robert Sousa, Police Chief
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

All City Management Services, Inc.
Attention: David Mecusker, Marketing and Contract Manager
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt, or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

11.16 NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right or remedy in, under, or to this Agreement.

11.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Agreement in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Agreement is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force

Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

11.19 TERMINATION FOR CAUSE. Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance. If this Agreement is terminated as provided herein, City may require, at no additional cost to City, that Contractor provide all finished or unfinished documents, data, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

11.19.1 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Agreement and/or is paying only the amounts to which Contractor is properly entitled under the Agreement or for other purposes relating to the Agreement.

The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Agreement.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

11.21 CONFLICT. Contractor hereby represents, warrants, and certifies that no member, officer, or employee of the Contractor is a director, officer, or employee of the City of Vernon, or a member of any of its boards, commissions, or committees, except to the extent permitted by law.

11.22 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

11.23 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Agreement, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "C".

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City and California municipal corporation

All City Management Services, Inc. a California corporation

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL

ALL CITY MANAGEMENT SERVICES

“The Crossing Guard Company”

**A Proposal for
City of Vernon
Request for Proposals
Crossing Guard Services**

July 24, 2023

Presented by



10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670

OFFICE PHONE: 800.540.9290 FAX: 310.202.8325

EMERGENCY DISPATCH: 877.363.2267

www.thecrossingguardcompany.com

Tab A – Cover Letter



ALL CITY MANAGEMENT SERVICES

July 6, 2023

Brandon Gray, Captain
City of Vernon PD
RFP: Crossing Guard Program
4305 Santa Fe Ave., Vernon, CA 90058

Dear Captain:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Vernon Crossing Guard Program. We are proud to have served the community of Vernon for the past Fourteen (14) years and we look forward to the opportunity to serve the community of Vernon once again.

We have received the Request for Proposal and have reviewed the Scope of Services, Proposal Requirements and Standard Form Agreement. We agree with the terms and conditions set forth with exceptions to Scope of Services Required Item B – CPR Training, Scope of Services Required; Personnel and Standard Form Agreement; Section 9 - Indemnification. Please see our Exceptions pages included in our response for additional details.

Our goal is simple, to continue to relieve the City of Vernon of the day-to-day responsibilities of managing a School Crossing Guard Program. As your service provider, we will continue to assume complete responsibility for the day-to-day operations of the City of Vernon Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program. We will maintain local supervision, alternate guards, a paging system and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guard services as a result of our singular focus to this industry, as well as the development of benchmark training. This includes our "**Employee Handbook for School Crossing Guards**" which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

ACMS represents that the following person is authorized to negotiate on their behalf with the City of Vernon in connection with this RFP:

David Mecusker
Marketing & Contract Manager

We are certainly excited about the possibility of providing Crossing Guard services for the City of Vernon. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,



David Mecusker
Marketing & Contracts Manager
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
800 540 9290, Ext 107
david@thecrossingguardcompany.com

Tab B – Introduction



ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently have over 8,500 employees dedicated to safety, serving cities, towns, communities, schools, and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as *“The Crossing Guard Company”*. We have successfully privatized the Crossing Guard programs for over 300+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 36 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision, and safety. Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies, and procedures to benefit all Crossing Guards in all the cities, towns, and communities we service.

All City Management Services, Inc. has not lost a client agency due to failure or refusals to complete a contract and has not lost a client agency due to the level of service provided.

Company Data

All City Management Services, Inc.

Corporate Office

10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 800 430 1059
24-hour number is 877 512 2267
<https://thecrossingguardcompany.com>
Federal Tax Identification Number: 95-3971517

Bid Direct Point of Contact

ACMS represents the following person is authorized to negotiate on their behalf with the City of Vernon in connection with this RFP:

David Mecusker, Marketing & Contracts Manager
Phone: 310 202 8284 Ext. 107
david@thecrossingguardcompany.com

By:  _____

Date: 7/9/23

Satellite Offices

Texas

2012 E. Randol Mill, Ste. 222
Arlington, TX 76011
Phone: 817 962 0110
Fax: 800 430 1059

Nevada

4775 W. Teco Ave., Ste. 235
Las Vegas, NV 89118
Phone: 702 675 3135
Fax: 702 750 2110

Kansas

8928 Nieman Road
Shawnee, KS 66214
Phone: 800 540 9290
Fax: 800 430 1059

All City Management Services, Inc. was established on May 3, 1985, as an S Corporation and has not conducted business under any other business name. All City Management Services, Inc. is not partially owned by another business organization or individual. All City Management Services, Inc. has 38 years of experience providing crossing guard services. Baron Farwell; President and General Manager owns one hundred percent (100%) of stock outstanding. Demetra Farwell is the Corporate Secretary for All City Management, Inc., Brian Brooks is our Chief Operations Officer and along with the General Manager are the only three Officers for the ACMS.

All City Management Services, Inc. has not lost a client agency due to failure or refusal to complete a contract and has never lost a client agency due to the level of service provided. All City Management Services, Inc.'s financial interests are associated with Crossing Guard and has no financial interest in other lines of business.



ALL CITY MANAGEMENT SERVICES

Department Contact Listing

Owner / President:

Baron Farwell
310 202 8284 Ext 100 / Mobile: 310 877 7336
baron@thecrossingguardcompany.com

Chief Operating Officer:

Brian Brooks
310 202 8284 Ext. 105 / Mobile: 913 731 8174
brianb@thecrossingguardcompany.com

Human Resources Director / Corporate Secretary:

Demetra Farwell
310 202 8284 Ext. 101
demetra@thecrossingguardcompany.com

Operations Staff:

Patricia Pohl, Vice President of Operations
Mobile: 310 877 7045
pat@thecrossingguardcompany.com

Kim Brooks, National Operations Manager
Mobile: 913 333 2563
kim@thecrossingguardcompany.com

Melissa Rangel, Project Manager
Mobile: 323 509 1021
mrangel@thecrossingguardcompany.com

Contract Manager:

David Mecusker
310 202 8284 Ext. 107 / Mobile: 424 521 5123
david@thecrossingguardcompany.com

Administrative Services Manager:

Ashlee Herron
310 202 8284 Ext. 103
ashlee@thecrossingguardcompany.com

Controller:

John Varner
310 202 8284 / Mobile: 562 536 9290
jvarner@thecrossingguardcompany.com

Accounting Manager:

Angelica Maciel
310 202 8284 / Mobile: 424 521 5949
angelicam@thecrossingguardcompany.com

Payroll Manager:

Noel Concha
310 202 8284
noel@thecrossingguardcompany.com

City of Vernon Payroll Representative:

Bianca Serrano
310 202 8284 / Mobile: 424 203 9288
bianca@thecrossingguardcompany.com

Tab C – General Scope of Work

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and National Operations Manager work together (with input from City of Vernon) to establish specific program objectives and expectations. These Senior Managers then work directly with your Operations / Project Manager and Area Supervisor to implement the management plan.

The Project Manager along with your local Area Supervisor has responsibility for the direct management of the Crossing Guards and together they will ensure City of Vernon operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Project Manager. In addition to verbal training and counseling, these managers are supported by the use of **Field Training Check Lists, Field Training Cards, Site Performance Evaluations** and independent Field Observations. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Vernon representatives.

Background checks will be completed on all potential employees as allowed by California state law. Successful completion of the fingerprint based criminal background check, Security verification via E-Verify is required prior to the employee being hired. ACMS will comply within the Equal Employment Opportunity Commission guidelines when making hiring decisions based on criminal records.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management. ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Vernon established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under the California Health and Safety Code.
- Any offense involving the use of force or violence upon another person.
- Any offense involving theft, fraud, dishonesty, or deceit.

- Any offense involving the manufacture, sales, possession or use of a controlled substance.
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Vernon Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to City within two (2) hours to advise the nature of complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Field Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed, making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS Area Supervisors are in the field daily when crossings are covered by the guards, and they ensure all guards arrive on time and are ready for duties as scheduled.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Vernon on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **the recruitment** of new Crossing Guards. As a part of our Staffing strategy, we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites are one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards.
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of ensuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or no show for duty.

Supervisor Teams – The City of Vernon would continue to benefit from our presence in nearby cities such as: Lynwood, Bell Gardens, Torrance, Lomita, Los Alamitos, Bellflower, Compton, Lennox, Manhattan Beach, Downey, South Gate, Commerce, Lawndale, Rancho Palos Verdes, Rolling Hills Estates, Huntington Park, Cudahy, and El Segundo. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share relief guards with each other, if needed. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Employee Retention: To enhance employee satisfaction and support our retention efforts, ACMS reviews guards wage rates annually in an effort to continually remain competitive in the local labor market. If contractual and budget requirements allow, we plan to offer small wage increases a minimum of every two (2) years based upon performance and tenure.

We also provide publicized employee recognition through our Crossing Guard of the Year programs and Length of Service Awards. Additionally, we provide local Area Supervisors and a small budget for employee socials.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 38 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”*** and are shown the professionally produced training DVD, **“Crossing Guard Safety”**. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employees’ progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory, and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it is important to note that the low ratio of students to trainer allows for accurate assessments of the employees’ readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- 3 Safety Cones per Location
- High-visibility ANSI II compliant wind-breaker jacket

Added Benefit - Unspecified Value

All City Management Services, Inc. (ACMS) has developed a Crossing Guard “App” that is geofenced, which only allows guards to clock in once they are actually on site. This “App” will indicate when a crossing guard is on site and more importantly, allows ACMS to quickly identify when a guard is not on site.

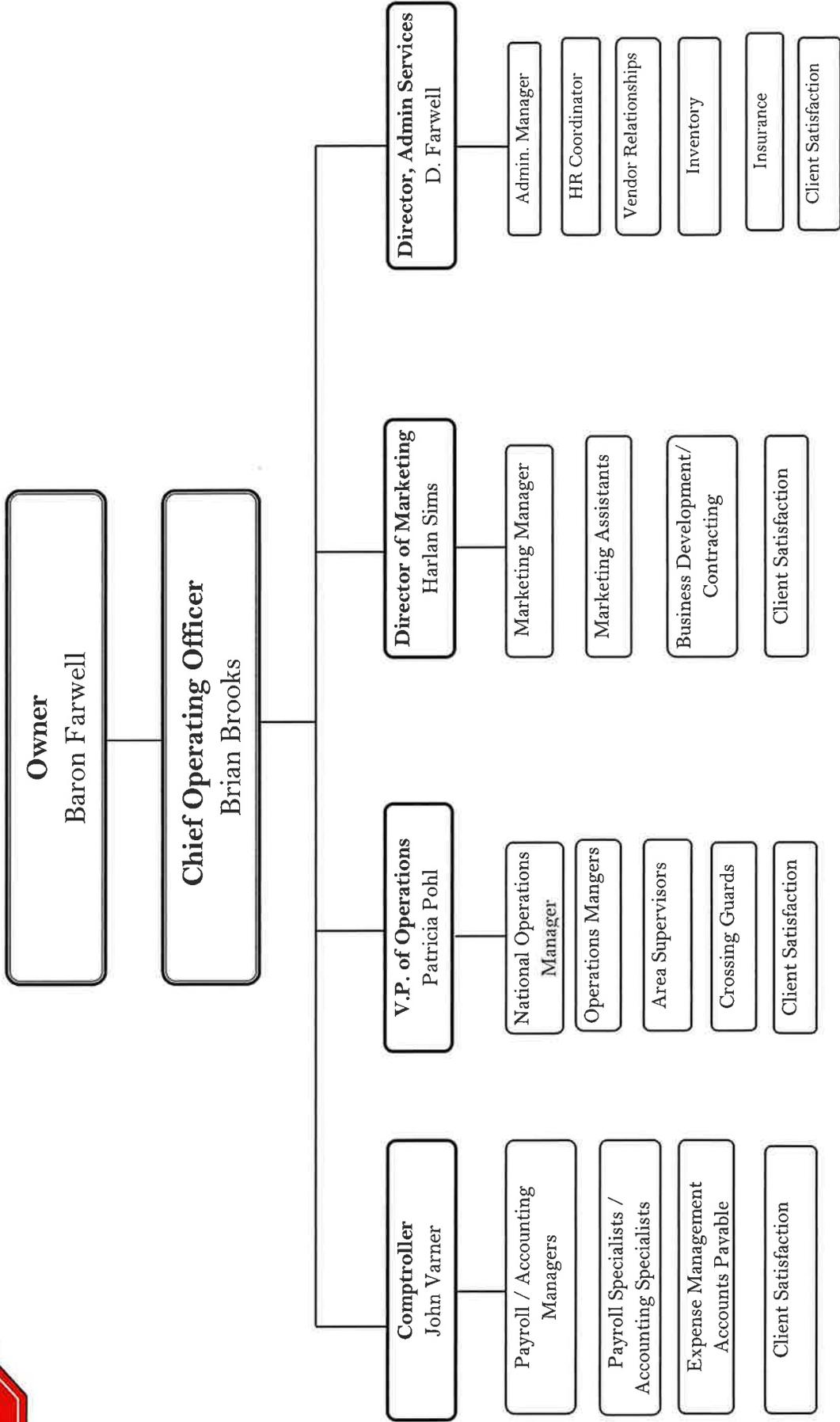
This “App” will allow ACMS to not only quickly determine where staffing efforts are needed but also will improve our billing and invoicing accuracy. Our billing/invoicing is tied to our payroll and by having a more efficient process for timekeeping, this should eliminate potential billing inaccuracies.

There is no additional cost to have this incorporated into the City of Vernon Crossing Guard program and if awarded, we expect to roll this out for the 2023/2024 school year.

Tab D – Work Plan



ALL CITY MANAGEMENT SERVICES





ALL CITY MANAGEMENT SERVICES

City of Vernon



Vice President of Operations
Patricia Pohl
310 877 7045 cell
pat@thecrossingguardcompany.com

National Operations Manager
Kim Brooks
913 333 2563 cell
kim@thecrossingguardcompany.com



Project Manager
Melissa Rangel
323 509 1021 cell
mrangel@thecrossingguardcompany.com



Area Supervisor
TBD



3 Crossing Guards

Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of Vernon will continue to benefit from a team concept which consists of Area Supervisor, Operations/Project Manager, National Operations Manager and Vice President of Operations. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (TBD) ACMS will assign one (1) Area Supervisor for the City of Vernon crossing guard program. They will handle all aspects of the daily supervision of the program of three (3) Crossing Guards and alternate/relief pool. With support from the Project Manager and National Operations Manager, the Area Supervisor will typically recruit, hire, train and provide personnel management for all the sites they oversee and interface with school staff as needed. In addition to communicating with the City staff, they are responsible for ensuring each employee receives the proper number of Site Performance Evaluations, completed the Certification mandates. The Area Supervisor reports directly to the Operations/Project Manager.

Operations Manager (Melissa Rangel): Melissa will continue to serve as **Project Manager** and will continue to directly manage your Area Supervisor and provide training and support. She will interface with the City representatives and School staff as needed. She will assist in the hiring of the Crossing Guards as well as the development and implementation of training programs and certification standards. Melissa has considerable experience as a Project Manager overseeing many programs in Southern California. She will continue to ensure compliance with Company standards and City expectations and be the liaison to the City. Melissa reports directly to the National Operations Manager.

Operations Manager (Kim Brooks): Kim has over 6 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with Project Manager to ensure all program standards are being met. Kim has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Kim Brooks reports directly to Vice President of Operations.

Vice President of Operations (Pat Pohl): Pat has over 27 years of industry experience. She is responsible for overall contract compliance. Works with the Regional Support Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

Tab E – Fees and Cost

City of Vernon
CROSSING GUARD SERVICES
Cost Proposal

Without Red Cross CPR Training

Year 1 (2023/2024) Not to Exceed \$51,970.00
Year 2 (2024/2025) Not to Exceed \$54,999.00
Year 3 (2025/2026) Not to Exceed \$58,045.00
3 Year Total Lump Sum Fee \$165,014.00

With Red Cross CPR Training

Year 1 (2024/2025) Not to Exceed \$53,590.00
Year 2 (2024/2025) Not to Exceed \$56,619.00
Year 3 (2025/2026) Not to Exceed \$59,665.00
3 Year Total Lump Sum Fee \$169,874.00

Tab F – Ability of Proposer to Perform

Qualifications & Experience

One defining issue that distinguishes ACMS is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as “*The Crossing Guard Company*”. We have successfully privatized the Crossing Guard programs for over 310+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experience and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

Our ability to operate and manage the City of Vernon Crossing Guard program is supported by our current success operating similar programs in Southern California, some of these programs include: City of Lynwood, City of Bell, City of Huntington Park, City of Bell Gardens, Compton USD, City of Commerce, City of Carson, Culver City USD, City of Culver City, City of West Hollywood, Lennox School District, City of Downey, City of South Gate, City of Signal Hill, Los Angeles County Office of Education and many others.

Operations Manager/Program Manager: Melissa Rangel

Melissa has been providing supervision and support for ACMS Crossing Guards Programs since 2019 and through this time she has managed over 12 programs with over 150+ locations and 6 different Area Supervisors. Her strong communication and leadership skills have contributed to ACMS being able to provide model crossing guard programs for the cities, agencies, and school districts we service. Melissa has been a certified School Crossing Guard trainer since 2019 and has managed many successful programs comparable to the City of Vernon Crossing Guard program. Please see a listing of some of the programs she has managed that are similar in size and proximity to your program.

James Chavez, Lieutenant 8620 California Avenue South Gate, CA 90280 Phone: 323 563 5457 Email: jchavez@sogate.org
--

City of South Gate:

- 1 Area Supervisor
- 34 School Crossing Guards
- 9 Alternate/Relief School Crossing Guards
- 2009 - Current

Francisca Castillo, Manager
9770 Culver Blvd.
Culver City, CA 90232
Phone: 310 253 6645
Email: francisca.castillo@culvercity.org

City of Culver City:

- 1 Area Supervisor
- 10 School Crossing Guards
- 3 Alternate/Relief School Crossing Guards
- 2022 - Current

Pamela Kynard, Administrator
500 S. Santa Fe Avenue
Compton, CA 902212
Phone: 310 639 4321 Ext. 55124
Email: pkynard@compton.k12.ca.us

Compton Unified School District:

- 1 Area Supervisor
- 28 School Crossing Guards
- 8 Alternate/Relief School Crossing Guards
- 2010 - Current

Gilda Keshishyan, Purchasing Director
255 Lasky Drive
Beverly Hills, CA 90212
Phone: 310 551 5100 Ext. 2249
Email: gkeshishyan@bhUSD.org

Beverly Hills Unified School District:

- 1 Area Supervisor
- 26 School Crossing Guards
- 7 Alternate/Relief School Crossing Guards
- 2009 - Current

Douglas Nguyen, Program Administrator
8300 Santa Monica Blvd.
West Hollywood, CA 90069
Phone: 323 848 6370
Email: dnguyen@weho.org

City of West Hollywood:

- 1 Area Supervisors
- 4 School Crossing Guards
- 1 Alternate/Relief School Crossing Guards
- 2014 - Current

Objective:

Every program we manage has the same objective and that is to provide a model School Crossing Guard program. This is done by educating students on proper crossing techniques; such as following local traffic regulations and using traffic control devices to ensure safe routes to school for all students and parents in the community. We have accomplished this through our dedication to on-going training, ensuring adequate staffing levels are in place, professional staffing and the years of experience provided by our management team.

Challenges:

Each program we manage comes with its own set of challenges, which can vary from but not limited to; transitioning from city, agency or district management to private management, becoming familiar with ACMS policies and procedures, coordinating schedule changes from various schools, accommodating guard days off due to medical needs, etc. It is through our detailed training, experience in Crossing Guard Program management and continued employee training that has allowed us to overcome these challenges.

Accomplishments:

ACMS has been successful in our ability to learn from each set of challenges, issues programs face and articulate those changes and experiences into our training policies and procedures. This ongoing training has allowed us to continue to improve and grow as a company and services provider.

References for Crossing Guard Services
All current clients

City of Cypress (since 1996)

5275 Orange Avenue
Cypress, CA 90630
Denise Basham, City Clerk
Phone: 714 229 6600
Email: dbasham@ci.cypress.ca.us

City of Aliso Viejo (since 2002)

12 Journey, Suite 100
Aliso Viejo, CA 92656
John MacPherson, Lieutenant
Phone: 949 425 2561
Email: jmacpherson@ocsd.org

City of Tustin (since 2009)

300 Centennial Way
Tustin, CA 92780
Ryan Coe; Sergeant
Phone: 714 573 3219
Email: rcoe@tustinca.org

City of Garden Grove (since 2009)

11222 Acacia Parkway
Garden Grove, CA 92840
Kevin Brody; Captain
Phone: 714 741 5819 /
Email: kbrody@ci.garden-grove.ca.us

City of Newport Beach (since 1998)

870 Santa Barbara Drive
Newport Beach, CA 92660
Spencer Arnold; Sergeant
Phone: 949 644 3744
Email: sarnold@newportbeachca.gov

City of Laguna Hills (since 1994)

24035 El Toro Road
Laguna Hills, CA 92653
Aaron McFatridge, Sergeant
Phone: 949 497 7700 Ext. 5222
Email: admcfatridge@ocsd.org

City of Lake Forest (since 2003)

25550 Commerce Center Dr., Suite 100
Lake Forest, CA 92630
Brett Channing; Management Svcs. Director
Phone: 949 282 5215
Email: bchanning@lakeforestca.gov

City of Artesia (since 2005)

18747 Clarkdale Avenue
Artesia, CA 90701
Pradeep Elayath, Administrative Manager
Phone: 562 865 6262
Email: pelayath@cityofartesia.us

City of Fullerton (since 1996)

237 Commonwealth Avenue
Fullerton, CA 92832
Mike Chlebowski; Commander
Phone: 714 738 6816 /
Email: mchlebowski@fullertonpd.org

City of Los Alamitos (since 2016)

3201 Katella Avenue
Los Alamitos, CA 90720
Sean Connolly; Captain
Phone: 562 431 2255 Ext. 420
Email: sconolly@cityoflosalamitos.org

City of Solana Beach (since 2018)

635 S. Highway 101
Solana Beach, CA 92075
Rimga Viskanta; Financial Management Asst.
Phone: 858 720 2467
Email: rviskanta@cosb.org

City of La Palma (since 1998)

7792 Walker Street
La Palma, CA 90623
Ron Wilkerson, Captain
Phone: 714 690 3381
Email: police@cityoflapalma.org

With over 310 nationwide clients, we would be happy to supply additional references if needed.

Tab G – Forms / Exceptions

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

David Mecusker, being first duly sworn deposes

and says that he/she is Marketing & Contracts Manager

(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)

of All City Management Services, Inc.

(Insert name of bidder)

who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By: [Signature] Title: Marketing & Contracts Manager

Date: 7/9/20

Requested Exception Narrative

1. Scope of Services; Item B – CPR Training

Exception: *If awarded, we would request this insurance requirement to be waived. As this type of training can become a distraction for our guard whose primary purpose is to safely cross pedestrians through a marked crosswalk.*

It is our experience that when someone has this training, they are more focused on assisting someone with CPR than ensuring that their primary objective (crosswalk) is safely covered. This is an unnecessary distraction and could result in our guard missing a student who is crossing while attending to individuals needing CPR/First Aid.

We have provided program pricing with and without this training option, it would be our hope the City waives this requirement.

We hope the City finds this request reasonable and acceptable.

2. Scope of Services; Personnel

Exception: *If awarded, we request this section to be reworded as follows:*

“Pre-employment screening program shall include:

- Employment Reference Check*
- No Prior Felonies for Violent Crimes*
- No Prior Felonies for Crimes Against a Minor*
- Criminal Background Check/Fingerprinting services for school crossing guards to be performed; and*
- Only authorized contractor employees are eligible for work or permitted on or in City facilities.”*

The Equal Employment Opportunity Commission has specific requirements that an employer must follow when making hiring decisions based on criminal records. Where employers apply criminal record exclusions uniformly, the exclusions may still operate to disproportionately and unjustifiably exclude people.

We hope the City finds this request reasonable and acceptable.

3. Exhibit B - Standard Form Agreement; 9.0 Indemnity

Exception: *If awarded, we would request to include additional verbiage to the end of this section that allows for shared liability in the event of a claim.*

“Notwithstanding anything in this section to the contrary, however, in the event that a court of jury determines that liability with respect to any “Claims or Liabilities” was caused or contributed to by the negligent act, error, omission or willful misconduct of the City, liability will be apportioned between Contractor on the one hand and the City on the other hand with regard to such Loss based upon the parties’ respective degrees of culpability, as determined by the court or jury, and Contractor’s duty to indemnify the City, its officers, agents, employees will be limited accordingly.”

We hope the City finds this request reasonable and acceptable.

Tab H – Appendix

PATRICIA J. POHL
21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Vice President of Operations: Full responsibility for the planning, direction and coordination of all field-based leadership personnel nationwide (250+). Accountable for development and implementation of cost-effective procedures to meet current and future company needs. Responsible for all aspects of operations to ensure successful compliance with policies and procedure resulting in achieving optimum safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Operations Manager: Accountable for management of day-to-day operations of field 50+ area supervisors. Responsible for development, implementation and compliance for all training programs as well as Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90035

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager:
Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL ASSOCIATIONS

Previously invited to serve as the only private sector representative on:
California Crossing Guard Training Expert Review Panel
Safe Routes to School Technical Assistant Resource Center (SRTS TARC) a project of California Active Communities within the California Department of Public Health (CDPH)

Previously retained as Expert Witness and Person Most Knowledgeable in several litigations related to personal injury accidents involving School Crossing Guards.

Florida Department of Transportation
School Crossing Guard Trainer Certification, currently status; active

Kimberly M. Brooks

15607 W. 83rd Street • Lenexa, KS 66219 • (913)952-9159
kim@thecrossingguardcompany.com

NATIONAL OPERATIONS MANAGER

Proven advocate for pedestrian safety by effectively administering company policies and procedures to employees. Operations leader that utilizes training and mentoring techniques to develop continuous improvement efforts with Regional Managers toward staff development.

Skilled in organizing staff and planning for complete site coverage. Effective in recruiting from various sources and using system planning to align resources. Excellent communicator capable of building relationships with clients, supervisory staff, guards, and internally at any organizational level.

- ✓ Client engagement
- ✓ Recruiting & Training
- ✓ Relationship Builder
- ✓ Safety focused
- ✓ Coaching & Mentoring
- ✓ Problem-solver

Professional Experience

ALL CITY MANAGEMENT SERVICES

2016 to Present

Regional Support Manager – May 2020 to Present

- Responsible for overseeing the day-to-day functions of the Regional Manager.
- Identify challenge programs in cooperation with Regional Manager.
- Oversee Client Relationships.
- Assist in the development and transition of new programs.

National Advertising and Recruiting Coordinator – February 2018 – May 2020

- Manage advertising and nationally.
- Recruit, hire and train Recruiting Coordinators to build relationships within their community.
- Collaborate directly with Regional Manager to combat staffing issues within areas directly.
- Develop new strategies for recruiting.

Regional Supervisor – September 2016 to 2018

- Administer policies through training of supervisory staff and monitoring compliance of guard performance.
- Serve as liaison with contracting point of contacts and company to communicate and resolve any operational issues such as site modifications and pedestrian counts.
- Oversee programs covering over 200 sites in Kansas, Missouri and Iowa.
- Other duties include approving payroll, onboarding and training employees.

Area Supervisor – July 2016 to 2018

- Recruit, train and staff crossing guards in the City of Lenexa.
- Overall administrative functions for the area.



*Over thirty years of experience in providing communities with
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES*

ALL CITY MANAGEMENT SERVICES

EXHIBIT B
SCHEDULE

City of Vernon
CROSSING GUARD SERVICES
Cost Proposal

Without Red Cross CPR Training

Year 1 (2023/2024) Not to Exceed \$51,970.00
Year 2 (2024/2025) Not to Exceed \$54,999.00
Year 3 (2025/2026) Not to Exceed \$58,045.00
3 Year Total Lump Sum Fee \$165,014.00

With Red Cross CPR Training

Year 1 (2024/2025) Not to Exceed \$53,590.00
Year 2 (2024/2025) Not to Exceed \$56,619.00
Year 3 (2025/2026) Not to Exceed \$59,665.00
3 Year Total Lump Sum Fee \$169,874.00

EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.