



City of Palo Alto

City Council Staff Report

(ID # 6313)

Report Type: Consent Calendar

Meeting Date: 11/16/2015

Summary Title: Approval of a Contract with Cypress Security, Inc. for Track Watch Services

Title: Approval of a Seven Month Contract with Cypress Security, Inc. in an Amount not to Exceed \$439,441 for "Track Watch" Contract Security Services and Adoption of a Related Budget Amendment Ordinance

From: City Manager

Lead Department: Police

Recommendation

Staff recommends that Council authorize the City Manager, or his designee, to execute the attached contract (Attachment A) with Cypress Security, LLC (Cypress) in the amount of \$439,442 (inclusive of contingency) for seven months (December 1, 2015 – June 30, 2016) for Track Watch contract security services and adoption of a Budget Amendment Ordinance in the Stanford Medical Center Development Agreement Fund (Health Services) for the Project Safety Net program in the amount of \$328,715 (Attachment B).

Background

Since 2009, the City of Palo Alto has used the services of contract security guards in response to teen fatalities that have occurred along the Caltrain corridor in Palo Alto. This program is commonly referred to as Track Watch.

From November 2009 to October 2014 guards were stationed at both the Charleston and Meadow crossings from 6:15 PM to 1:15 AM (seven hours). This evening only level of service resulted in a monthly cost for rail security services of approximately \$5,000 per month.

To address additional teen fatality incidents, in October 2014 the City increased its rail security services to include the Churchill crossing and in November 2014 the City increased its rail security services to include California Avenue Station. This resulted in the City of Palo Alto having contract security guards at a total of four locations.

Additionally, the City increased the original scope by hiring rail security guards to be present from approximately 4:30 AM to 2:30 AM (or 22 hours per day) to help further mitigate the risk of incidents involving both Caltrain and freight trains.

Discussion

The City has utilized Val Security for contract security guard services since the City started using hired Track Watch guards. Previously, the City issued Requests for Quotations (RFQs) for contract security guards, not Request for Proposals (RFPs).

The significance of this is that RFQs rely almost exclusively on cost as the award determinant versus RFPs which take cost into account but place a stronger emphasis on factors such as prior experience delivering similar services and the quality of the proposed solutions.

In July 2015, the City issued a formal RFP for contract security services for four locations along the Caltrain corridor in Palo Alto. Through that process, the City received three proposals for these services. Val Security did not submit a bid in response to the RFP.

Staff reviewed, evaluated, and scored the proposals based on an established set of criteria and determined that Cypress was the most favorable proposer as reflected in their training and program management, data collection and digital record keeping, and experience in the field. In addition, the updated scope would provide a much higher level of service than what currently exists. City staff hopes that the improved level of service and data collection that would be provided by Cypress will help the City make more informed decisions about the future of the Track Watch program and rail security in general. If the contract is approved, Cypress will begin providing contract security guard services on December 1, 2015.

In addition to the City's efforts to improve the Track Watch program, the City is also in the process of implementing an Intrusion Detection System (IDS) pilot project in cooperation with Caltrain at the Meadow crossing.

This system is intended to provide an additional layer of protection along the corridor and the efficiency of the technology will be evaluated throughout the pilot project period to determine in what capacity, if any, it should be used going forward.

Depending on the results of the IDS pilot, the City may be able to reduce the use of contract security guards in the future; however, regardless of the success of the IDS pilot, there will need to be some overlap between full implementation of an IDS system and the current Track Watch program.

Under the terms of the proposed Cypress contract, the hourly rate that would be paid by the City of Palo Alto to Cypress would be \$22.53 per hour per guard for work done

on weekdays and weekend days and \$30.42 for work done on holidays.

Below is a table that outlines the level of service and proposed contract costs on a monthly basis. Please note that December 2015 would have 24 hour per day coverage, not 22 hour per day coverage, because Caltrain is operating trains on the corridor 24 hours per day through the end of 2015 in order to test their positive train control system (caltrain.com/projectsplans/CaltrainModernization/Modernization/CBOSS-PTC-Project.html).

The total contract amount staff recommends Council authorize the City Manager to execute is \$439,441.84. This is the cost of seven months of service at the level outlined below plus a \$10,000 contingency (approximately 2.3% of the total contract amount) in the event that additional service is needed.

Month	Coverage	Cost
December 2015	30 Regular Days 1 Holiday 24 Hour per Day Coverage 4 Locations	\$67,806.72
January 2016	29 Regular Days 2 Holidays 22 Hour per Day Coverage 4 Locations	\$62,850.48
February 2016	27 Regular Days 1 Holiday 22 Hour per Day Coverage 4 Locations	\$56,208.24
March 2016	31 Regular Days 22 Hour per Day Coverage 4 Locations	\$61,461.84
April 2016	30 Regular Days 22 Hour per Day Coverage 4 Locations	\$59,479.20
May 2016	30 Regular Days 1 Holiday 22 Hour per Day Coverage 4 Locations	\$62,156.16

June 2016	30 Regular Days 22 Hour per Day Coverage 4 Locations	\$59,479.20
Total Cost		\$429,441.84

Also, staff has begun investigating a remotely monitored camera approach. This could have the benefit of reduced operating costs but the City would lose the value of a human presence at each location that currently has one. There would be questions to work through with such remotely monitored cameras.

Resource Impact

The Stanford Medical Center Development Agreement set aside \$4 million for health and safety, of which \$2 million has been dedicated to Project Safety Net with a remaining balance of \$328,715. This remaining balance coupled with anticipated savings from other elements of Project Safety Net such as temporary fencing, the current contract with Val Security and use of some of the contingency funds are sufficient to pay for the Cypress contract through FY 2016 in the amount of \$439,442.

In order to fund this contract, staff recommends adoption of the attached Budget Amendment Ordinance in the amount of \$328,715. Since further City funding for Project Safety Net, or funding for additional means restrictions, should be anticipated, we will need to revisit using additional Stanford Medical Center Development Agreement health and safety funds, or the some other funding source, which should be discussed during the FY 2017 Budget process.

Policy Implications

Utilizing contract security guards to provide rail security services is consistent with existing City policy.

Environmental Review

This is not a project under the California Environmental Quality Act (CEQA).

Attachments:

- ATTACHMENT A - C16160138A Track Watch Contract (PDF)
- ATTACHMENT B - BAO XXX- Track Watch Contract (PDF)

CITY OF PALO ALTO CONTRACT NO. C16160138A

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of December, 2015, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”)**, and **CYPRESS SECURITY, LLC**, a limited liability company, located at 1762 Technology Drive, San Jose, CA 95110, Telephone Number: (408)946-4102 (**“CONTRACTOR”**). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “B” - Schedule of Performance
- “C” - Compensation
- “D” - Insurance Requirements
- “E” - Performance and/or Payment Bond
- “F” - Liquidated Damages

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM.

The term of this Agreement is from December 1, 2015 to June 30, 2016 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

The total maximum lump sum compensation of _____ dollars (\$)); **OR**

The sum of _____ dollars (\$) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$)); **OR**

- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Four Hundred Twenty Nine Thousand Four Hundred Forty One dollars and eighty four cents (\$429,441.84).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of Ten Thousand dollars (\$10,000) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Ian Hagerman, Dept.: Police, Telephone: (650)329-2346. Invoices shall be submitted

in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's

performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

- H. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- I. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- J. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- K. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- L. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- M. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as

an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- N. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section M relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.
- O. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- P. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies

that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

- Q. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- R. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- S. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.
- T. GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the State of California.
- U. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- V. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not

appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

W. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.

CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

X. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Y. CONTRACT TERMS: All unchecked boxes do not apply to this Agreement.

Z. DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request. CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or Designee

CYPRESS SECURITY, LLC.

By _____
Name _____
Title _____

DocuSigned by:
Kes Narbutas
BE05744C48804A5...
Kes Narbutas

Approved as to form:

EXHIBIT A SCOPE OF SERVICES

The vendor shall provide access control and enforce access control procedures to the site by monitoring pedestrian traffic through designated railroad crossings. Specifically:

- Meadow Drive Caltrain Crossing
- Charleston Road Caltrain Crossing
- Churchill Avenue Caltrain Crossing
- California Avenue Caltrain Platform

The vendor shall provide standing officers to secure a section of railroad against trespassing to prevent endangerment of all parties involved. The vendor shall provide security guards with uniforms (standardized polo type shirts and pants are acceptable) that identify the company and are to be unarmed. The guard shall be alert and standing outside of a vehicle observing the northbound and southbound railroad tracks at designated locations. A marked vehicle at each location would be preferable but not mandatory. The guard is allowed two 15-minute breaks and a half-hour lunch for each eight-hour shift.

SPECIFIC SERVICES/REQUIREMENTS:

The vendor shall provide personnel who conduct themselves in a professional manner at all times while maintaining the highest levels of empathy and service. Personnel are expected to demonstrate the following abilities and characteristics:

- Minimum of average intelligence
- Good physical condition including sight and hearing
- Mental alertness
- Neat appearance
- Good character
- Dependability
- Sense of responsibility for the safety of children and others
- Good verbal communications skills
- Familiarity with traffic rules and regulations

The City will evaluate both independently and collectively with the vendor, whether assigned personnel are meeting the above standards. The City may mandate changes in personnel if it deems that these standards are not being met. Personnel will be expected to perform the following duties, practices, and procedures:

1. CROSSING ASSISTANCE DUTIES AND STANDARDS OF CONDUCT:

The vendor shall ensure that all Caltrain General Orders and site specific protocols are followed at all times. The vendor hereby agrees that security personnel will also perform track (not street) crossing assistance functions during working hours. Such functions will include helping pedestrians and cyclists who need assistance to "cross-over" the tracks. The goal of the additional duties is to increase safety at the crossings while at the same time fostering positive interactions between the guards and members of our community.

Security personnel are to perform these services in a manner which is helpful, positive, and designed to foster a feeling of goodwill. Security functions shall take priority over the crossing assistance functions at all times. Security personnel shall use their discretion, expertise, and judgment in deciding whether or not to perform crossing assistance functions at any given time. However, security personnel shall make a reasonable effort to try to provide some crossing assistance at "busy" pedestrian times (especially to those in need). Security personnel should be alert to and approach (if safe to do so) individuals who may be or appear to be in distress, lingering near rail crossings, engaging in any behavior contrary to personal safety, or engaging in any illegal activity and immediately report these incidents to Caltrain dispatch and Palo Alto Police Dispatch. In addition, security personnel are expected to identify potential safety, health, environmental, and/or fire hazards and immediately report these occurrences to appropriate parties.

In addition, the vendor shall ensure security personnel remain attentive and vigilant throughout the work shift including but not limited to, refraining from cell phone usage unless reporting an emergency or discussing an urgent issue with his or her supervisor. In addition, security personnel shall not provide interviews or statements to the media related to any aspect of the security operations without prior written consent from the City. The City does not require a supervisor or lead officer at each location. However, in the event of an incident, the City would require a supervisor to evaluate the performance of the personnel and report on the findings (see below). A dedicated Account Manager to work with City Staff on operational issues, concerns and billing is highly preferable.

2. CROSSING GUARD EQUIPMENT TO BE PROVIDED BY CONTRACTOR:

The vendor shall provide a whistle to be used by personnel to be used to alert pedestrians to safety concerns. In addition, the vendor shall provide a safety/traffic vest to be worn by security personnel at all times while on duty.

3. USE OF BINOCULARS TO SCAN TRACKS:

The vendor will provide security personnel with binoculars with a magnification of approximately 7X50. Security personnel will use binoculars to assist them in scanning the crossing area as well as up and down the tracks. Security personnel will use their discretion in determining when to use binoculars. Night vision capabilities are highly preferable.

4. NAME TAGS:

Name tags (or stitched fabric) are to be worn outside the clothing of security personnel. The name tags shall state the name of the security guard on duty and identify vendor as the provider of the track watch service. The tag will be made of laminated or comparable material such that it will be suitable for wearing it in the rain.

5. OUTDOOR WEAR:

Security personnel shall come equipped with clothing and footwear suited to the outdoor conditions in which they work. The vendor shall make a good faith effort to make sure that all security personnel have appropriate outdoor wear for all seasons including: jackets designed to be worn in cold weather and rain; gloves; head wear (caps, hats); appropriate footwear; and sunscreen. All personnel equipment is considered a vendor cost and should be included in the appropriate billing rates.

6. LOG OF SECURITY PERSONNEL ON DUTY AND DAILY ACTIVITY REPORTS:

At regular intervals to be agreed upon, the vendor will send the City of Palo Alto a proposed schedule of the guards on duty. This log will include the name of security personnel, the hours which they will be working and an emergency cell phone contact number for each guard. This schedule will be emailed to the City's Contract Administrator. The City of Palo Alto understands that the staffing schedule submitted may be subject to change. The vendor will make a good faith effort to update the log to reflect such changes. In addition, the vendor shall ensure that personnel prepare daily activity reports that document all activity and provide these to the City at regular intervals to be agreed upon.

7. INCIDENT REPORTING:

The vendor will ensure that a report is generated for any contact at a designated location where activity that is suspicious in nature occurs. When there is an incident involving attempted suicide, injury, or death, the vendor supervisor will attach a cover memorandum acknowledging the report and evaluating/critiquing the actions/observations/behavior of the guard. These reports should be summarized and reviewed by a supervisor and forwarded to the City as soon as possible after an incident.

8. SECURITY PERSONNEL TRAINING:

The vendor agrees that it will schedule training sessions for personnel working this detail. Training will be held at mutually agreed upon times. The City anticipates a 4-6 hour training session prior to assignment. Additional training standards by the vendor are highly preferable and should be discussed in the proposal. The City may request additional training for personnel as the contract progresses.

9. FLEXIBILITY OF SCHEDULING:

The vendor agrees, given reasonable notice, to make a good faith effort to make adjustments to the shift schedules of security personnel shifts and/or the locations where services are to be provided if requested to do so by the City. The purpose of this provision is to allow the City to make scheduling and/or location adjustments to meet the needs of the community without requiring the City of Palo Alto to contract for additional hours of service.

EXHIBIT B SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services according to the following schedule:

Service will be required at four (4) locations:

- Meadow Drive Caltrain Crossing
- Charleston Road Caltrain Crossing
- Churchill Avenue Caltrain Crossing
- California Avenue Caltrain Platform

**EXHIBIT C
SCHEDULE OF FEES**

Compensation based upon fee schedule

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed Four Hundred Twenty-nine Thousand Four Hundred Forty One Dollars and eighty four cents (\$429,441.84). Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

Month	Coverage	Cost
December 2015	30 Regular Days 1 Holiday 24 Hour per Day Coverage 4 Locations	\$67,806.72
January 2016	29 Regular Days 2 Holidays 22 Hour per Day Coverage 4 Locations	\$62,850.48
February 2016	27 Regular Days 1 Holiday 22 Hour per Day Coverage 4 Locations	\$56,208.24
March 2016	31 Regular Days 22 Hour per Day Coverage 4 Locations	\$61,461.84
April 2016	30 Regular Days 22 Hour per Day Coverage 4 Locations	\$59,479.20
May 2016	30 Regular Days 1 Holiday 22 Hour per Day Coverage 4 Locations	\$62,156.16
June 2016	30 Regular Days 22 Hour per Day Coverage 4 Locations	\$59,479.20
Total Cost		\$429,441.84

**EXHIBIT C
RATE SCHEDULE**

ITEM	UNIT	DESCRIPTION (BIDDING PURPOSES ONLY- AVERAGE WORK WEEK)	PRICE PER HOUR
01	hr	Standard Hourly Rate - Monday - Friday	\$22.53
02	hr	Hourly Rate – Saturday	\$22.53
03	hr	Hourly Rate – Sunday	\$22.53
04	hr	Holiday Hourly Rate	\$30.42

EXHIBIT D INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2016 TO PROVIDE AN ADDITIONAL APPROPRIATION OF \$328,715 FROM THE STANFORD MEDICAL CENTER DEVELOPMENT AGREEMENT FUND TO THE COMMUNITY SERVICES DEPARTMENT PROJECT SAFETY NET PROGRAM TO PROVIDE FOR TRACK WATCH CONTRACT SECURITY SERVICES ALONG THE CALTRAIN CORRIDOR IN PALO ALTO

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 15, 2015 did adopt a budget for fiscal year 2016; and

B. Since 2009, the City of Palo Alto has used the services of contract security guards in response to teen deaths that have occurred along the Caltrain corridor in Palo Alto; and

C. In October 2014, the City expanded its security services from two stations to Churchill crossing and in November 2014 expanded to include California Avenue, for a total of four stations; and

D. In July 2015, the City issued a Request for Proposals for Security Services for various CalTrain stations; and

E. Cypress Security, Inc. provides a high quality of service, including program management, data collection, and digital record keeping that will help evaluate the effectiveness of the Track Watch program; and

F. Staff recommends approval of a seven month contract with Cypress Security, Inc. in the amount of \$429,441 beginning December 1, 2015 to continue Track Watch services through June 30, 2016; and

F. A contingency is established in the amount of \$10,000 in the event that additional service is needed; and

G. Savings are available from previously approved expenditures including temporary fencing, the existing contract, and Project Safety Net contingency to offset the contract amount with Cypress Security Inc.

SECTION 2. Therefore, the sum of Three Hundred Twenty Eight Thousand Seven Hundred and Fifteen Dollars (\$328,715) is hereby appropriated to the Community Services Department Project Safety Net Program and the ending fund balance in the Stanford Medical

Center Development Agreement Fund is decreased by Three Hundred Twenty Eight Thousand Seven Hundred and Fifteen Dollars (\$328,715) with no fund balance remaining.

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. The actions taken in this ordinance do not constitute a project requiring environmental review under the California Environmental Quality Act (CEQA).

INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

City Manager

Director of Administrative Services

Director of Community Services