



City of Palo Alto

City Council Staff Report

(ID # 7067)

Report Type: Consent Calendar

Meeting Date: 6/27/2016

Summary Title: Approval of Contract Amendment with Cypress Security

Title: Approval of a Contract Amendment With Cypress Security, Inc. (C16160138A) in the Amount of \$884,552 for a Total Not-to-Exceed Amount of \$1,323,992 and Extend the Term of the Agreement to December 31, 2016

From: City Manager

Lead Department: Police

Recommendation

Staff recommends that Council authorize the City Manager, or his designee, to execute the attached contract amendment (Attachment A) with Cypress Security, Inc. (C16160138A) in the amount of \$884,552 for a total not-to-exceed the amount of \$1,323,992 and extend the term of the agreement to December 31, 2016.

Background and Discussion

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 p.m. to 1:15 a.m. (seven hours). This evening only level of service at two locations 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 the California Avenue Station. Most recently, in response to a teen suicide at the Alma crossing security services were added at this fifth location. This resulted in the City of Palo Alto having contract security guards at a total of five locations. Additionally, the City increased the original scope by hiring rail security guards to be present 24 hours per day to help further mitigate the risk of incidents involving both Caltrain and freight trains.

The City initially utilized Val Security for contract security guard services. Previously, the City had issued Requests for Quotations (RFQs) for contract security guards which relied almost exclusively on cost as the award determinant. In an effort to increase the level of service the City was receiving from the contract, 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. 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.

Cypress began providing contract security guard services on December 1, 2015. In the Spring of 2016, in response to concerns about the quality of services provided by Cypress, the City worked with Cypress to restate our expectations and make several service enhancements which will enable them to be increasingly effective in the future, including installation of temporary toilet facilities at guard locations, increased coverage to include a fifth guard position at the Palo Alto Avenue crossing, and an additional sixth and seventh guard positions to serve as “rovers” to ensure continuous coverage during scheduled work breaks at all locations. In addition, Cypress guards will be using a GPS tracking technology so that the City can verify their physical location and proximity to their post in real-time.

The City of Palo Alto has been working on several fronts related to what is called “means restriction” – limiting and reducing access to the tracks, as well as improving visibility along the rail line. Research has shown that “means restriction” is an important part of a comprehensive approach to suicide prevention. On our own initiative, the City has helped put in place several key “means restriction” elements: enhanced and taller fencing along the entire east side of the Cal Train rail corridor, clearing of brush/shrubs for better visibility, and the installation of a pilot intrusion detection camera technology at one location to monitor the grade crossing. This technology is designed to distinguish between humans and other objects down the corridor, along the right of way and at intersections. To ensure continuous monitoring at all locations and down the Cal Train corridor, City staff believes that such technology will be key to a sustainable Track Watch program, eventually replacing the guard program as currently provided.

While means restriction is an important suicide prevention strategy it is only one of many efforts underway by the Palo Alto community. The City of Palo Alto’s ongoing commitment to the Project Safety Net Community Collaborative, which aims to build and strengthen the community network of support for youth and teens across all community sectors, and helps provide increased awareness and decreased stigma of mental health, strengthens connections between teens and caring adults and provides suicide prevention training in line with our long term strategy in suicide prevention. Track security services are not the panacea to this complex and challenging issue of suicide prevention that we face as a community. Investment in the health and wellbeing of Palo Alto’s youth and teens must be pervasive, well beyond track security services, inclusive of community, school, parent and student efforts across Palo Alto community.

Finally, it is also important to understand that track security services with human guards is not fool proof, and will be subject to human error. Recognizing the inherent challenges with human guards and following the best practice of video intrusion detection for suicide prevention on rail

lines staff is experimenting with a pilot intrusion detection camera system as a possible alternative to human guards as long term strategy. Council has an accompanying staff report on this pilot, also on consent for this June 27th, 2016.

Resource Impact

The additional amount requested is \$884,552 which includes six months of service for seven guards 24 hours per day, 7 days a week in FY 2017 and an additional \$85,540 for services rendered in FY 2016 that were not in the original scope (rover patrol and fifth guard location), making the total not-to-exceed amount of the contract \$1,323,992. The FY 2016 cost will be paid for out of FY 2016 funds. The Fiscal Year 2017 Proposed Operating Budget allocated \$824,000 for Track Watch contract security services in the Police Department budget. Staff will need to evaluate additional funding options in FY 2017 to meet any funding for a contract for the second six months of FY 2017.

Environmental Review

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

Attachments:

- ATTACHMENT A - CYPRESS AMENDMENT 062116 (PDF)

**AMENDMENT NO. 1 TO CONTRACT NO. C16160138A
BETWEEN THE CITY OF PALO ALTO AND
CYPRESS SECURITY, LLC**

This Amendment No. 1 to Contract No. C16160138A (“Contract”) is entered into June 27, 2016, 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**”).

RECITALS

A. The Contract was entered into between the parties for the provision of access control and security services at five (5) at-grade railroad crossings.

B. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 3 “TERM” is hereby amended to read as follows:

“TERM.

The term of this Agreement is from December 1, 2015 to December 31, 2016 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.”

SECTION 2. Section 5 “COMPENSATION FOR ORIGINAL TERM” is hereby amended to read as follows:

“A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of One Million, Three Hundred, Twenty-three Thousand, Nine Hundred and Ninety-two Dollars (\$1,323,992).”

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit “A” entitled “SCOPE OF SERVICES”
- b. Exhibit “B” entitled “SCHEDULE OF PERFORMANCE”
- c. Exhibit “C” entitled “SCHEDULE OF FEES and RATE SCHEDULE”

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SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

CITY OF PALO ALTO

CYPRESS SECURITY, LLC

City Manager or Designee

DocuSigned by:
Kes Narbutas
BE05744C48804A5...
Kes Narbutas

APPROVED AS TO FORM:

CEO

6/21/2016

City Attorney or Designee

Attachments:

EXHIBIT "A": SCOPE OF PROJECT & TIME SCHEDULE
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": SCHEDULE OF FEES and RATE SCHEDULE

EXHIBIT A SCOPE OF SERVICES

The CONTRACTOR 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
- Alma Caltrain Crossing

The CONTRACTOR shall provide standing officers to secure a section of railroad against trespassing to prevent endangerment of all parties involved. The CONTRACTOR shall provide security guards with uniforms (standardized polo type shirts and pants are acceptable) that identify the company and are to be unarmed. The guards 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 guards are allowed two 15-minute breaks and a half-hour lunch for each eight-hour shift. Also provided will be two “rover” guards to ensure continuous coverage at the five designated locations. The CONTRACTOR will establish and maintain a break/lunch schedule for each post and shift, and provide that to the City upon request.

The CONTRACTOR agrees to designate a supervisor to be on duty seven (7) days a week, twenty-four (24) hours a day at the following contact numbers: San Jose QCM at 408-367-9893 or San Francisco QCM at 415-786-4983, to respond immediately to any City report or inquiry concerning the CONTRACTOR’s guards. Without limitation upon any of the rights or remedies of the City under this Agreement or under law arising from the conduct of the CONTRACTOR or its personnel or agents CITY and CONTRACTOR agree that the failure of any guard to be present during any part of a scheduled shift, except when relieved by a roving officer, shall be considered a breach of this Agreement, and CITY will suffer damages and incur other costs and expenses of a nature and amount that is difficult or impractical to determine. Accordingly, CITY and CONTRACTOR agree, as a method to fix the damages and not as a penalty, that in the event of any such failure to perform, the amount of damage which shall be sustained by CITY will be the sum of \$50 for each and every hour or part of hour during which a shift is unfilled. CITY shall provide notice to CONTRACTOR of any unfilled shift or part of a shift. If within 10 days CONTRACTOR fails to pay damages to CITY, as specified in this paragraph, CONTRACTOR agrees that CITY may deduct and withhold the amount of the unpaid damages from any amounts due or that may become due to CONTRACTOR under this Agreement. If CONTRACTOR disputes CITY’s claim of damages, CITY shall provide reasonable documentation to support its claim. By executing this Amendment, CITY and CONTRACTOR acknowledge that the amount set forth in this paragraph has been agreed upon as the parties’ reasonable estimate of CITY’s damages.

SPECIFIC SERVICES/REQUIREMENTS:

The CONTRACTOR 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:

- High school diploma or equivalent
- Ability to perform duties described in Scope of Services
- 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 CONTRACTOR, 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 CONTRACTOR shall ensure that all Caltrain General Orders and site specific protocols are followed at all times. The CONTRACTOR 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 CONTRACTOR 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. The CONTRACTOR will provide a 24-hour contact number where a Cypress supervisor can be reached to address absences or other issues occurring at the designated railroad crossings. 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 CONTRACTOR 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. Guard equipment to include cell phone with GPS monitoring capability, Caltrain train schedule and flashlight.

3. USE OF BINOCULARS TO SCAN TRACKS:

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR cost and should be included in the appropriate billing rates.

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

At least weekly, the CONTRACTOR 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 CONTRACTOR will make a good faith effort to update the log to reflect such changes. In addition, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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:

- Meadow Drive Caltrain Crossing – 24 hours/7 days
- Charleston Road Caltrain Crossing – 24 hours/7 days
- Churchill Avenue Caltrain Crossing – 24 hours/7 days
- California Avenue Caltrain Platform – 24 hours/7 days
- Alma Caltrain Crossing – 24 hours/7 days
- Two additional “rover” guards for continuous coverage at all locations.

**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 One Million, Three Hundred, Twenty-three Thousand, Nine Hundred and Ninety-two Dollars (\$1,323,992). 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
July 2016	29 Regular Days 1 Holiday 24 Hour per Day Coverage 7 Locations	\$131,739.48
August 2016	31 Regular Days 0 Holidays 24 Hour per Day Coverage 7 Locations	\$133,883.16
September 2016	29 Regular Days 1 Holiday 24 Hour per Day Coverage 7 Locations	\$131,739.48
October 2016	31 Regular Days 0 Holidays 24 Hour per Day Coverage 7 Locations	\$133,883.16
November 2016	29 Regular Days 1 Holiday 24 Hour per Day Coverage 7 Locations	\$131,739.48
December 2016	30 Regular Days 1 Holiday 24 Hour per Day Coverage 7 Locations	\$136,026.84
Total Cost		\$799,011.60

**EXHIBIT C
RATE SCHEDULE**

	Regular Rate	Holiday/OT Rate
Track Watch Security Officer	\$25.08	\$37.62
Roving Break Relief Officer	\$26.62	\$39.93
Additional Vehicle (Monthly)	\$975.00/month	