

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND ALL CITY MANAGEMENT SERVICES, INC. TO PROVIDE A
SCHOOL CROSSING GUARD PROGRAM**

THIS AGREEMENT is made and entered into on this 20th day of June, 2023 by and between All City Management Services, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

- A. Adult school crossing guard services to aide primarily school children of our community as they walk to and from school. This Adult School Crossing Guard Program (the “Program”) includes the recruitment, training, supervision, coordination, and management of the entire Program. The crossing guard locations currently anticipated in the City of Santa Ana locations are included in RFP # 23-027 and may be changed to other locations within the City, if required.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional firm appropriately knowledgeable to provide these services.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services described in the scope of work that was included in RFP No. 23-027, attached hereto as **Exhibit A** and incorporated herein by this reference, and as further delineated in Consultant’s proposal, which is attached as **Exhibit B** and incorporated herein by this reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit C**. The total amount to be expended during the term of this Agreement shall not exceed \$5,343,125 including extension options.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 1, 2023 for a **three (3) year term** with the option for the City to grant up to a **two (2) one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be *at least as broad as*:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non- owned), with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage.
- **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Instructor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers.
3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the City. This provision also applies to the Instructor's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Consultant can obtain additional information and cost from the City.

Special or Low Risk Activities

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

8. INDEMNIFICATION

Except to the extent the claims arise out of, pertain to, or relate to the gross negligence, recklessness, or willful misconduct of the City, its agents, contractors or employees, Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages,

just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage (each, a (“Loss”), which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. In the event that Consultant's proposed duly qualified defense counsel is not reasonably acceptable to the City, the Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States’ letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like

importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall

be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City for any reason upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, certifications, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works Agency, City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5635 & email: nsaba@santa-ana.org

To Consultant:

David Mecusker Marketing & Contracts Manager 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670 Fax: 310.202.8325 & Email: david@thecrossingguardcompany.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been

deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: Jose Montoya
Jose Montoya
Assistant City Attorney

Dendra Favelle
(name) Dendra Favelle
(title) Secretary

RECOMMENDED FOR APPROVAL:

Nabil Saba, P.E.
Executive Director
Public Works Agency

EXHIBIT A

**REQUEST FOR PROPOSALS (RFP)
FOR
CROSSING GUARD SERVICES**

RFP NO.: 23-027



**CITY OF SANTA ANA
Public Works Agency
20 Civic Center Plaza, M-43
Santa Ana, CA 92701**

**MONICA M. SUTER
Project Manager
(714) 647-5645 Office
msuter@santa-ana.org**

Approved for Release: _____

Nabil Saba, P.E.
Executive Director Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date:	Wednesday, March 15, 2023
Deadline for Requests for Information:	Wednesday, March 22, 2023
Proposal Due Date:	Wednesday, March 29, 2023
Projected Award Date:	Tuesday, May 16, 2023

Appendix
ATTACHMENT 1
SCOPE OF SERVICES & CROSSING GUARD LOCATIONS

I. INTRODUCTION

The City of Santa Ana, California is soliciting proposals from qualified firms to provide adult crossing guard services to aide elementary school-aged students within the community as they walk to and from school. The Consultant will provide services including recruitment, training, coordination, and management of the entire Adult Crossing Guard Program. The crossing guard program will be conducted in the City of Santa Ana at the locations identified in **Table A -CROSSING GUARD LOCATIONS** in **Section VII** (page 6 of 7) of this **Attachment 1**.

The City of Santa Ana intends to award a contract for a minimum term of three (3) years with an option to extend the contract for two additional one-year terms. It is anticipated that this new contract will commence on July 1, 2021.

II. BACKGROUND

The City of Santa Ana is located in central Orange County approximately 30 miles southeast of Los Angeles. Santa Ana covers 27.37 square miles and is the 2nd most populous city in Orange County with approximately 314,000 residents. The City of Santa Ana is the County Seat of Orange County, which can lead to an increase in the daytime population by approximately 50% during normal business hours. Santa Ana is bordered by the cities of Orange, Tustin, Garden Grove, Irvine and Costa Mesa. Santa Ana has a diverse population comprised of approximately 65% Hispanic, 24% White, 9% Asian, 1% Black, and 1% American Indian, Eskimo or other. There are approximately 54,000 students of all ages enrolled in schools throughout the City. The City of Santa Ana has a mild climate with an average annual temperature of 75 degrees, and an average annual rainfall of 13.7 inches.

Crossing guard locations are strategically positioned near schools located within the Santa Ana Unified School District, the Garden Grove Unified School District and the Orange Unified School District. In 2022, approximately 47,500 hours of crossing guard services were provided to the children of Santa Ana's community.

All City Management Services currently manages the Adult Crossing Guard Program which consists of 55 crossing guards who provide crossing guard services to school locations within the city limits, which are listed in **Table A – CROSSING GUARD LOCATIONS**. Oversight was previously provided by the Santa Ana Police Department, however in the summer 2020, program oversight was transferred to the Public Works Agency – Traffic Engineering Department. The Consultant/Contractor also oversees the recruitment, training, and management of all crossing guards, as well as their placement at locations as requested by the City. This will be the responsibility of the successful proposer.

III. SCOPE OF WORK

The scope of work consists of providing services for the Adult Crossing Guard Program. The successful Consultant/Contractor/Service Provider will agree to perform school crossing guard services for the City of Santa Ana for the school districts within the city limits. The scope of work shall include the following:

1. The Contractor shall monitor, supervise, and assure the safety of all school children that utilize intersections and crosswalks while moving to and from school zones.
2. The Contractor shall perform all work to the highest professional standard in a manner deemed reasonably satisfactory by the Public Works Director or director's designee.
3. Contractors will provide an estimated 49,500 hours per year of crossing guard services by qualified adult crossing guards as shown in **Table A** and any modified or new crossing guards must also be approved by the City of Santa Ana. These estimated hours are based on the number of crossing guard hours per day (at all crossing guard locations) multiplied by the number of annual school days with a contingency and rounded up. However, the Contractor is required to staff the crossing guard positions whenever the schools modify their schedules to accommodate the academic needs of their students. These modifications in terms of crossing guard hours are included in the estimated 49,500 hours of crossing guard services anticipated to be provided in the 2023-2028 school years.
4. New locations may be added at the City's request and the Contractor shall increase the service hours accordingly. In addition, the City may remove crossing guard locations and/or reduce crossing guard hours at a location with a 24-hour written notice.
5. Contractor shall provide all administrative duties associated with the Adult Crossing Guard Program in the City of Santa Ana.
6. The Contractor shall provide supervision of all employees associated with conducting the Adult Crossing Guard Program, including the recruitment, hiring, training, discipline, and termination of employees.
7. Contractor shall provide all facilities, vehicles, and other associated equipment related to conducting the Adult Crossing Guard Program. Required equipment will, at a minimum, include safety-reflectORIZED vests, stop signs, whistles, rain gear, and photo-identification badges and as required by the latest state and other regulations.
8. Contractor shall provide all employees with equipment that complies with all applicable laws and established safety standards.
9. Contractor agrees to offer employment to the currently employed All City Management Services employees who have been performing City of Santa Ana Adult School Crossing Guards services assuming they meet the Contractor's requirements. Furthermore, the Contractor shall ensure that the previous Adult School Crossing Guards employees, at a minimum, meet the conditions of Section III, Subsection 13 of this scope of work as well as the Contractor's hiring and retention policy. If the current employee meets the hiring

and retention criteria of the Contractor, they shall be offered employment with the Contractor for at least their prior City hourly rate.

10. The Contractor shall arrange for and provide all substitute employees, ensuring that all designated locations are staffed during the required time periods. The Contractor shall contact the Santa Ana Public Works Agency immediately if a position cannot be filled by the Contractor; however, it remains the Contractor's responsibility to ensure coverage for all locations where crossing guards are maintained.
11. The Contractor shall be responsible to coordinate with the affected schools and school districts to ensure coverage is provided at designated locations when school schedules are modified and/or changed for any reason that requires students to arrive or depart at a time that is different than the norm.
12. Contractor will provide all of the required training for employees selected to be crossing guards.
13. The Contractor's crossing guard recruitment process shall incorporate a Pre-Employment Screening Program that includes:
 - a. An employment reference check;
 - b. Criminal background checks and fingerprint check. Contractor shall require all of its employees, subcontractors, independent contractors, and agents providing services to minors to voluntarily submit to and pass a criminal background investigation. Said criminal background investigation shall be conducted by Contractor at Contractor's sole cost. Any person who has not completed said criminal background investigation or who has been identified by Contractor as being ineligible to perform services shall not provide services related to this Agreement. Any person with a record of a conviction (or guilty plea) of a felony or a misdemeanor involving a violent or sexual crime, including those crimes set forth in Penal Code Section 11105.3, and possession of a controlled substance or drug paraphernalia, shall not perform any services or work related to the Agreement. Contractor shall require all persons undergoing a criminal background investigation under this section to submit for said investigation on an annual basis prior to the commencement of each school year throughout the term of the Agreement at no cost to the City;
 - c. A drug and alcohol screening test;
 - d. Social Security verification; and
 - e. Only documented, authorized Contractor employees are eligible to work or permitted on or in City facilities (Verification of the INS-9 forms must be provided to the City upon request).
14. Any employee whose conduct is not satisfactory, as determined by the City of Santa Ana shall be removed from providing crossing guard services in the City of Santa Ana.
15. The Contractor shall investigate all public complaints concerning crossing guard services. In the event of a complaint, the Contractor shall contact the City of Santa Ana Public Works Agency at (714) 647-5672, within two (2) hours and email the City's Project Manager, to advise the nature of the complaint and the course of actions/remedy/resolution of said

complaint. Contractor shall furnish a written report of the incident to the City of Santa Ana Public Works Agency within five (5) business days after the occurrence.

16. Contractor shall maintain detailed records and reports of the total number of hours of service provided. These records shall list the number of hours worked at each location. These records will be made available for inspection and audit by the City of Santa Ana at any time.

IV. EXAMINATION OF WORK AREA

Consultant/contractor is responsible for familiarizing themselves with the applicable schools and Crossing Guard locations prior to having submitted a proposal. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each Consultant/Contractor and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed agreement, or any revision thereof. As part of its specifications, the City will provide, if requested, available information, which it deems may be of assistance to prospective Contractors.

It should be noted that street intersections and other locations that are programmed for school crossing guard services will be determined at the sole discretion of the City of Santa Ana.

V. ADDITIONAL REQUIREMENTS

1. Training – Create and maintain a complete description of your adult crossing guard and safety training programs. Include the type of training, materials used, testing, and the total of training, materials used, testing, and the total of training hours required prior to assigning a crossing guard to a school location. In addition, indicate the period of time for re-testing and re-evaluation of your existing crossing of time for re-testing and re-evaluation of your existing crossing guards. Provide a link to the City for all training manuals.
2. Project Staffing – Keep the City Appraised of any changes in key personnel identified in the proposal as the project manager and the person designated as the field supervisor. These qualified individuals will have experience in supervising school crossing guards, and other employees who will be associated with the service. . The city expects that the field supervisor will be available by telephone on all occasions for discussion with City staff, and to be locally available for meetings in person upon 24-hour written or telephonic notice.

If applicable, submit a plan to hire existing All City Management Services employees, as required in the scope of work, who were providing Part-Time Adult Crossing Guards services, including the pay scale proposed to compensate these individuals.

Update and maintain an organization chart showing the name of the project manager, field supervisor, other key personnel, and all staff assigned to the project. The City reserves the right to approve the final and/or modified staffing plans.

Update and maintain plan to ensure all positions are properly staffed during the times designated by the City of Santa Ana and the affected school districts. The plan shall include

any policies dealing with the staffing of alternate Crossing Guards should an assigned Crossing Guard fail to report or duty.

3. Subcontractors – Identify any subcontractors that would be used to implement, staff and manage the crossing guard program. Give a detailed description of their involvement, scope of work, and responsibilities.

VI. CROSSING GUARD LOCATIONS

Crossing guards shall be provided as required by each school and school district to serve at locations noted in and shall be updated when required in addition to TABLE A.

TABLE A – CROSSING GUARD LOCATIONS

(Per Week)							(Per Week)								
Location	Intersection	Mon	Tue	Wed	Thurs	Fri	Total	Location	Intersection	Mon	Tue	Wed	Thurs	Fri	Total
1	Hazard/Wart (IFOS) (SE)	3.50	3.50	3.50	3.50	3.50	17.50	31	McFadden/Pacific	4.00	4.00	4.00	4.00	4.00	20.00
2	Fifth ST/Huyler Ln (N)	3.50	3.50	3.50	3.50	3.50	17.50	32	Willitt/Sullivan (NE)	3.75	3.75	3.75	3.75	3.75	18.75
3	Nouhapa/Cemilo (SE)	3.50	3.50	3.50	3.50	3.50	17.50	33	Willitt/Raitt (NE)	3.75	3.75	3.75	3.75	3.75	18.75
4	Nouhapa/Kent (SW)	3.25	3.25	3.25	3.25	3.25	16.25	34	Fluor/Bishop (SW)	3.75	3.75	3.75	3.75	3.75	18.75
5	Hazard/Rarita-Sa (SE)	3.25	3.25	3.25	3.25	3.25	16.25	35	Fluor/Highland (SW)	3.75	3.75	3.75	3.75	3.75	18.75
6	Fifth ST/Rarita (S)	3.25	3.25	3.25	3.25	3.25	16.25	36	Habart/Standard (SW)	4.00	4.00	4.00	4.00	4.00	20.00
7	Cemilo/Jackson (SW)	3.50	3.50	3.50	3.50	3.50	17.50	37	Edinor/Standard (NW)	4.00	4.00	4.00	4.00	4.00	20.00
8	Fairhaven/Old Grand (S)	3.75	3.75	3.75	3.75	3.75	18.75	38	Olivo/Wilshire (NW)	4.25	4.25	4.25	4.25	4.25	21.25
9	St. Gertrude/Raitt (SE)	3.75	3.75	3.75	3.75	3.75	18.75	39	Fluor/Wilshire (NW)	4.25	4.25	4.25	4.25	4.25	21.25
10	Santa Ana/Pacific (NE)	3.75	3.75	3.75	3.75	3.75	18.75	40	Central/Halleday (NW)	3.75	3.75	3.75	3.75	3.75	18.75
11	Fifth St/Pacific (NE)	3.75	3.75	3.75	3.75	3.75	18.75	41	Mante/Virto/Raitt (E-AM) (W-PM)	3.50	3.50	3.50	3.50	3.50	17.50
12	Center/Burchard (EAM)(WPM)	3.75	3.75	3.75	3.75	3.75	18.75	42	Chartnut/Halleday (NE)	4.00	4.00	4.00	4.00	4.00	20.00
13	Edinor/Greenville (SE)	3.75	3.75	3.75	3.75	3.75	18.75	43	Chartnut/Standard (SW)	4.00	4.00	4.00	4.00	4.00	20.00
14	Edinor/Center (NW)	3.75	3.75	3.75	3.75	3.75	18.75	44	Birtall/Santa Clara (SW)	3.75	3.75	3.75	3.75	3.75	18.75
15	Edinor/Raitt (N/W)	3.75	3.75	3.75	3.75	3.75	18.75	45	Santa Clara/Baker (SW)	3.75	3.75	3.75	3.75	3.75	18.75
16	Main/Warner (NW)	3.75	3.75	3.75	3.75	3.75	18.75	46	Fairview/Fifth	3.75	3.75	3.75	3.75	3.75	18.75
17	Main/Warner (SE)	3.75	3.75	3.75	3.75	3.75	18.75	47	Fluor/MacArthur (NE)	4.00	4.00	4.00	4.00	4.00	20.00
18	Broadway/Cubban (SE)	4.00	4.00	4.00	4.00	4.00	20.00	48	Altan/Greenville (SE)	3.75	3.75	3.75	3.75	3.75	18.75
19	Civic Ctr/English (NE)	3.75	3.75	3.75	3.75	3.75	18.75	49	Bishop/Standard (NW)	4.00	4.00	4.00	4.00	4.00	20.00
20	Santa Ana/Lacy (NE)	3.50	3.50	3.50	3.50	3.50	17.50	50	Fluor/Anahurt (SW)	3.75	3.75	3.75	3.75	3.75	18.75
21	6th/Lacy (SE)	3.50	3.50	3.50	3.50	3.50	17.50	51	Fluor/Warner (SW)	3.75	3.75	3.75	3.75	3.75	18.75
22	Civic Center/Lacy (NE)	3.50	3.50	3.50	3.50	3.50	17.50	52	Washington/Baker (SE)	3.75	3.75	3.75	3.75	3.75	18.75
23	MacArthur/Raitt St (SE)	3.75	3.75	3.75	3.75	3.75	18.75	53	Baker/22nd	3.50	3.50	3.50	3.50	3.50	17.50
24	Greenville/Pamona (NE)	4.00	4.00	4.00	4.00	4.00	20.00	54	Rita Way/Adams	3.75	3.75	3.75	3.75	3.75	18.75
25	Main/Walnut (SW)	4.25	4.25	4.25	4.25	4.25	21.25	55	Walnut/Birch	4.00	4.00	4.00	4.00	4.00	20.00
26	McFadden/Fairview (NE)	4.25	4.25	4.25	4.25	4.25	21.25	56	New Location	4.25	4.25	4.25	4.25	4.25	21.25
27	McFadden/Fairview (SE)	4.25	4.25	4.25	4.25	4.25	21.25								
28	Adams/Raitt (SE)	3.75	3.75	3.75	3.75	3.75	18.75								
29	McFadden/Standard (NE)	3.50	3.50	3.50	3.50	3.50	17.50								
30	McFadden/Hathaway	3.50	3.50	3.50	3.50	3.50	17.50								

Hours per week	1056.25
Days per week	5
Avg hours / day - Schedule	211.25
Contingency hours / day	6.0
Total hours / day	217.25
Total Hours/Day--Soy	278
School days per year	183
Hours per year	49,410
Total Hours/Pr--Soy	49,588

School Schedules

Santa Ana Unified School District (SAUSD)

Traditional Schedule – City of Santa Ana Schools within the SAUSD and that typically operate on the traditional school schedule for an average of 180 days/year beginning in August and ending in early June.

Garden Grove Unified School District (GGUSD)

Traditional Schedule – City of Santa Ana schools within the GGUSD that typically operate on the traditional school schedule for an average of 180 days/year beginning in August and ending in early June.

Orange Unified School District (OUSD)

Traditional Schedule – City of Santa Ana Fairhaven Elementary School is the only OUSD school and it typically operates on the traditional school schedule for an average of 180 days/year beginning in August and ending in June.

Bilingual English/Spanish Crossing Guards are desirable due to the large Hispanic population and the high number of Spanish speaking residents in the City of Santa Ana.

Abbreviations

N/E or NE Northeast

N/W or NW Northwest

S/E or SE Southeast

S/W or SW Southwest

S.A. or SAUSD Santa Ana

Unified School District

G.G. or GGUSD Garden Grove

Unified School District

Org. or OUSD Orange Unified
School District

Priv. Private School

EXHIBIT B

ALL CITY MANAGEMENT SERVICES

“The Crossing Guard Company”

**A Proposal for
City of Santa Ana
Public Works Agency
Crossing Guards Services
RFP No.: 23-027**

March 29, 2023

Presented by



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

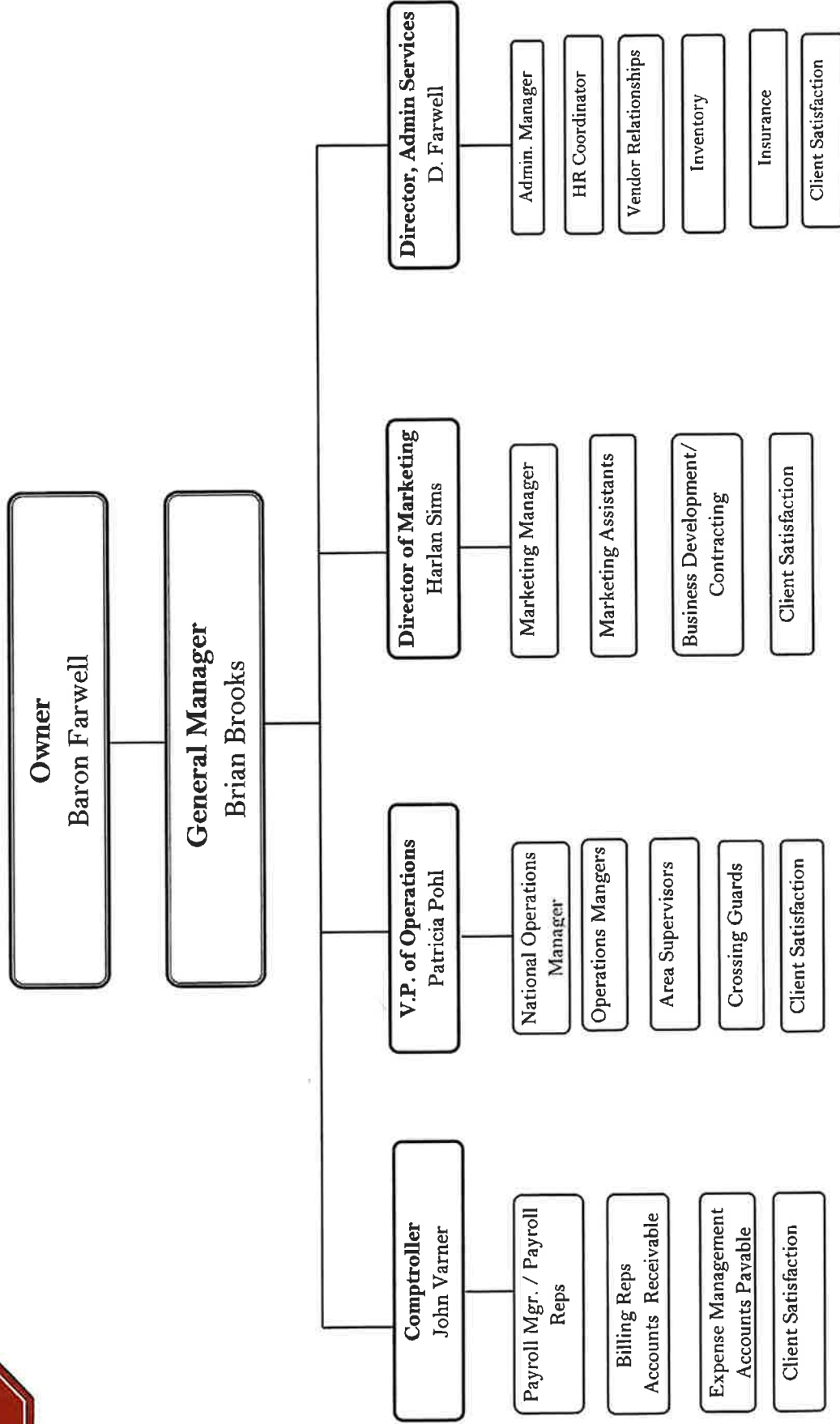
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325

EMERGENCY DISPATCH: 877.512.2267

www.thecrossingguardcompany.com



ALL CITY MANAGEMENT SERVICES





ALL CITY MANAGEMENT SERVICES

City of Santa Ana



Vice President of Operations
Patricia Pohl
310 877 7045 cell

National Operations Manager
Kim Brooks
913 333 2563 cell



Operations/Program Manager
Michele Busch
949 648 4514 cell



Area Supervisor
Jamie Flores
714 234 1690



56 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 Santa Ana will continue to benefit from a team concept which consists of Area Supervisor, Operations 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 (Jaime Flores) Jamie will continue to be the Area Supervisor for the City of Santa Ana program. She will continue to handle all aspects of the daily supervision of the program of fifty-six (56) Crossing Guards and alternate/relief pool. With support from the Program Manager and National Operations Manager Jamie 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 and School staff, they are responsible for ensuring each employee receives the proper number of Site Performance Evaluations, completed the Certification mandates. Jaime Flores reports directly to the Operations/Program Manager.

Operations Manager (Michele Busch): Michele will serve as **Program Manager** and will 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. Michele has considerable experience as a Program Manager overseeing many programs in Southern California. She will ensure compliance with Company standards and City of Santa Ana expectations and be the liaison to the City. Michele Busch reports directly to National Operations Manager.

Operations Manager (Kim Brooks): Kim has over 5 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 26 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.

ACMS Scope of Services

1. All City Management Services, Inc. will handle the Crossing Guard services for the City Santa Ana Crossing Guard program for a three (3) year period; to commence on: the start of fall 2023 school semester, ending on the conclusion of the 2026 summer school session.
2. ACMS will provide an estimated fifty-six (56) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of Santa Ana.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Santa Ana and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo fingerprint background checks to ensure they have not been convicted of any offense involving moral turpitude, felony for violent crimes, or crimes against children. ACMS understands no one registered as a sex offender or narcotics offender will be hired as a crossing guard.
5. ACMS understands each Crossing Guard shall undergo a physical assessment to ensure they are physically able to perform the functions of the job.
6. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
7. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards.

8. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.
9. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
10. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement.
11. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.

**City of Santa Ana
School Crossing Guard Program
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification (unofficial)	May 8 th , 2023
City Council Approval	May. 11 th
Contract and Insurance complete (Final Terms agreed to)	May 25 th
City of Santa Ana Kick-Off Meeting (Santa Ana Staff, ACMS Team)	May 30 th
ACMS Training Review Meeting(s) with current crossing guards, substitutes (Assignments / schedules confirmed equipment delivered to guards)	Week of June 6 th
School designees re-contacted and Monthly Status Meetings agreed to	Week of Aug. 1 st
Additional Training/Equipment needs delivered	Aug. 1 st – Aug. 13 th
Guards re-contacted for assignment readiness	Aug. 1 st – Aug. 13 th
Guards on site / Area Supervisor in field for Santa Ana Unified School District	Aug. 14 th
Guards on site, Area Supervisors in field for Garden Grove Unified School District	Aug. 14 th
Guards on site / Area Supervisors in field for Orange Unified School District	Aug. 16 th
60 Day Review City of Santa Ana / ACMS Team (next Review Meeting scheduled)	Oct. 14 th

ADDITIONAL REQUIREMENTS

Recruitment, Staffing and Training

RECRUITMENT/STAFFING:

ACMS Managers will assess the **staffing** needs of the City of Santa Ana 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 **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, open hiring events, 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 is 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 4 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 insuring the safety of children by our presence. As such, we cannot allow the children's
- ◆ safety to be compromised by failing to call or show for duty.

Supervisor Teams – The City of Santa Ana would benefit from our presence in nearby cities such as: Costa Mesa, Newport Beach, Huntington Beach, Cypress, Laguna Niguel, Los Alamitos, Yorba Linda, Placentia, Fullerton, Stanton, and Orange County Sheriff's. 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 small budget for employee socials.

TRAINING

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 36 years of experience and commitment 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 assignment and the work ethic and integrity required of our employees.

Once hired the training process starts in the classroom where the employee reviews 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 field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s program is closely noted on the detailed steps outlined on the **Field Training Checklist** to ensure the employees’ field competence. This cross-modality approach delivered by our certified trainer 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 an 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 of 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 subject 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
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

EXHIBIT C

Appendix ATTACHMENT 3 FEE PROPOSAL AND COST FORM

PROGRAM PRICING FOR 2023/2024 SCHOOL YEAR

COST PROPOSAL FORM

ADULT CROSSING GUARD PROGRAM

HOURLY STAFF SALARY

Crossing Guard Salary (Hourly)	\$ <u>17.00</u>
Crossing Guard Supervisor Salary (Hourly)	\$ <u>22.00</u>

COST SUMMARY (Annual)

Total Crossing Guards Salaries (Hourly Rate x 34,434 hours)	\$ <u>585,374.00</u>
Supervisor Salary (Hourly Rate x estimated annual hours)	\$ <u>41,866.00</u>
Payroll Tax	\$ <u>73,073.00</u>
Workers Compensation	\$ <u>62,438.00</u>
Liability Insurance	\$ <u>33,940.00</u>
Administrative Overhead	\$ <u>149,413.00</u>
Profit	\$ <u>52,138.00</u>
TOTAL ANNUAL COST ADULT CROSSING GUARD PROGRAM	\$ <u>998,242.00</u>

Contractor Billing shall be based on the Crossing Guard hours of service provided. The billing for Crossing Guard hours shall include all salaries, costs, overhead, and profit for the Crossing Guard Service. The hourly Crossing Guard billing rate is the Total Annual Cost of Adult Crossing Guard Program divided by 34,434 hours

Total Annual Cost of Adult Crossing Guard Program	\$ <u>998,242.00</u> 34,434 hours
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Total Crossing Guard Billing	\$ <u>28.99</u> / Hr
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**Appendix
ATTACHMENT 3
FEE PROPOSAL AND COST FORM**

PROGRAM PRICING FOR THE 2024/2024 SCHOOL YEAR

COST PROPOSAL FORM

ADULT CROSSING GUARD PROGRAM

HOURLY STAFF SALARY

Crossing Guard Salary (Hourly)	\$ <u>17.50</u>
Crossing Guard Supervisor Salary (Hourly)	\$ <u>22.50</u>

COST SUMMARY (Annual)

Total Crossing Guards Salaries (Hourly Rate x 34,434 hours)	\$ <u>602,591.00</u>
Supervisor Salary (Hourly Rate x estimated annual hours)	\$ <u>42,818.00</u>
Payroll Tax	\$ <u>75,190.00</u>
Workers Compensation	\$ <u>69,246.00</u>
Liability Insurance	\$ <u>33,940.00</u>
Administrative Overhead	\$ <u>149,413.00</u>
Profit	\$ <u>25,044.00</u>
TOTAL ANNUAL COST ADULT CROSSING GUARD PROGRAM	\$ <u>998,242.00</u>

Contractor Billing shall be based on the Crossing Guard hours of service provided. The billing for Crossing Guard hours shall include all salaries, costs, overhead, and profit for the Crossing Guard Service. The hourly Crossing Guard billing rate is the Total Annual Cost of Adult Crossing Guard Program divided by 34,434 hours

Total Annual Cost of Adult Crossing Guard Program	\$ <u>998,242.00</u> 34,434 hours
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Total Crossing Guard Billing	\$ <u>28.99</u> / Hr
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Appendix ATTACHMENT 3 FEE PROPOSAL AND COST FORM

PROGRAM PRICING FOR 2025/2026 SCHOOL YEAR

COST PROPOSAL FORM

ADULT CROSSING GUARD PROGRAM

HOURLY STAFF SALARY

Crossing Guard Salary (Hourly)	\$ <u>18.50</u>
Crossing Guard Supervisor Salary (Hourly)	\$ <u>23.50</u>

COST SUMMARY (Annual)

Total Crossing Guards Salaries (Hourly Rate x 34,434 hours)	\$ <u>637,024.00</u>
Supervisor Salary (Hourly Rate x estimated annual hours)	\$ <u>44,721.00</u>
Payroll Tax	\$ <u>79,423.00</u>
Workers Compensation	\$ <u>67,864.00</u>
Liability Insurance	\$ <u>36,891.00</u>
Administrative Overhead	\$ <u>162,237.00</u>
Profit	\$ <u>56,855.00</u>
TOTAL ANNUAL COST ADULT CROSSING GUARD PROGRAM	\$ <u>1,085,015.00</u>

Contractor Billing shall be based on the Crossing Guard hours of service provided. The billing for Crossing Guard hours shall include all salaries, costs, overhead, and profit for the Crossing Guard Service. The hourly Crossing Guard billing rate is the Total Annual Cost of Adult Crossing Guard Program divided by 34,434 hours

Total Annual Cost of Adult Crossing Guard Program	\$ <u>1,085,015.00</u> 34,434 hours
Total Crossing Guard Billing	\$ <u>31.51</u> / Hr

Appendix ATTACHMENT 3 FEE PROPOSAL AND COST FORM

PROGRAM PRICING FOR 2026/2027 SCHOOL YEAR

COST PROPOSAL FORM

ADULT CROSSING GUARD PROGRAM

HOURLY STAFF SALARY

Crossing Guard Salary (Hourly)	\$ <u>19.25</u>
Crossing Guard Supervisor Salary (Hourly)	\$ <u>24.25</u>

COST SUMMARY (Annual)

Total Crossing Guards Salaries (Hourly Rate x 34,434 hours)	\$ <u>662,850.00</u>
Supervisor Salary (Hourly Rate x estimated annual hours)	\$ <u>46,148.00</u>
Payroll Tax	\$ <u>82,598.00</u>
Workers Compensation	\$ <u>70,577.00</u>
Liability Insurance	\$ <u>38,448.00</u>
Administrative Overhead	\$ <u>168,973.00</u>
Profit	\$ <u>61,219.00</u>
TOTAL ANNUAL COST ADULT CROSSING GUARD PROGRAM	\$ <u>1,130,813.00</u>

Contractor Billing shall be based on the Crossing Guard hours of service provided. The billing for Crossing Guard hours shall include all salaries, costs, overhead, and profit for the Crossing Guard Service. The hourly Crossing Guard billing rate is the Total Annual Cost of Adult Crossing Guard Program divided by 34,434 hours

Total Annual Cost of Adult Crossing Guard Program	\$ <u>1,130,813.00</u> 34,434 hours
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Total Crossing Guard Billing	\$ <u>32.84</u> / Hr
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Appendix ATTACHMENT 3 FEE PROPOSAL AND COST FORM

PROGRAM PRICING FOR 2027/2028 SCHOOL YEAR

COST PROPOSAL FORM

ADULT CROSSING GUARD PROGRAM

HOURLY STAFF SALARY

Crossing Guard Salary (Hourly)	\$ <u>20.00</u>
Crossing Guard Supervisor Salary (Hourly)	\$ <u>25.00</u>

COST SUMMARY (Annual)

Total Crossing Guards Salaries (Hourly Rate x 34,434 hours)	\$ <u>688,675.00</u>
Supervisor Salary (Hourly Rate x estimated annual hours)	\$ <u>45,672.00</u>
Payroll Tax	\$ <u>85,552.00</u>
Workers Compensation	\$ <u>73,118.00</u>
Liability Insurance	\$ <u>38,448.00</u>
Administrative Overhead	\$ <u>170,045.00</u>
Profit	\$ <u>29,303.00</u>
TOTAL ANNUAL COST ADULT CROSSING GUARD PROGRAM	\$ <u>1,130,813.00</u>

Contractor Billing shall be based on the Crossing Guard hours of service provided. The billing for Crossing Guard hours shall include all salaries, costs, overhead, and profit for the Crossing Guard Service. The hourly Crossing Guard billing rate is the Total Annual Cost of Adult Crossing Guard Program divided by 34,434 hours

Total Annual Cost of Adult Crossing Guard Program	\$ <u>1,130,813.00</u> 34,434 hours
Total Crossing Guard Billing	\$ <u>32.84</u> / Hr