

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director 
Prepared By: Shaun Kroes, Management Analyst 

DATE: January 3, 2008 (CC meeting of 01/16/08)

SUBJECT: Consider Renewal of an Agreement with Dial Security to Provide Security Guard Services at the Moorpark Metrolink Station

DISCUSSION

The City Council is being asked to consider authorizing the City Manager to renew a one-year service agreement with Dial Security to provide guard services at the Moorpark Metrolink Station. Funds in the current budget can accommodate the new proposed rate.

On March 13, 1993, the City Council initially funded and approved the establishment of a security guard at the Moorpark Metrolink Station. The security guard is intended to deter property damage to the Station and to the vehicles parked there. The guard is on duty at the Station for eight hours per day, five days per week. The shift usually ends thirty minutes after the last train of the night is scheduled to arrive. This is to allow any stranded passengers to feel safe while they arrange for a ride. Metrolink does not operate on weekends or on major holidays.

On October 17, 2002, the City Council approved an Agreement with Dial Security that permits the term of the Agreement to be extended one year at a time. The current rate of the Agreement is \$17.95 per hour. Dial Security requests a 3.00% increase to \$18.49 per hour for calendar year 2008.

FISCAL IMPACT

This service is expected to cost approximately \$38,163.36. Sufficient funds are already budgeted.

Honorable City Council
1/16/08
Page 2

STAFF RECOMMENDATION

Approve a one-year renewal of the City's Agreement with Dial Security and authorize the City Manager to execute the Agreement.

Attachment A: Dial Security Proposal
Attachment B: Draft Dial Security Agreement

000175

DIAL SECURITY

760 W. VENTURA BOULEVARD
CAMARILLO, CALIFORNIA 93010
TEL (805) 485-0528 • FAX (805) 383-3401
mhinson@dialcomm.com

Date: 12/14/07

To: Shaun Kroes

Fax: 529-8270

From: Michael Hinson

Title: Division Manager

Ext: 241

Pages: 11 with cover.

The following is written security proposal for Moorpark Metrolink Station.
Any questions regarding this proposal please don't hesitate to call or e-mail.

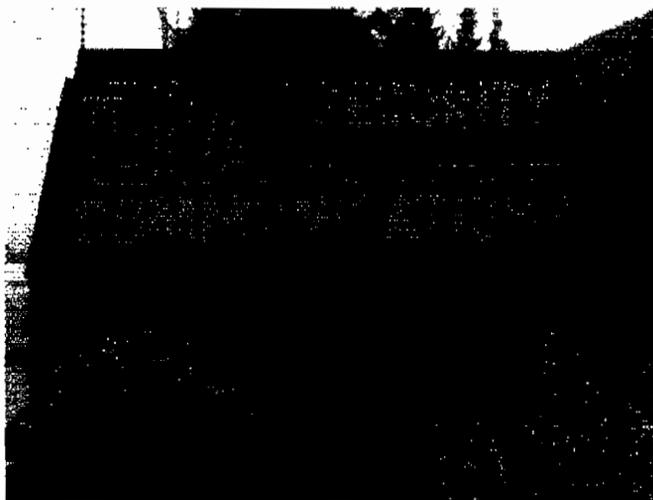
Thank you,
Michael Hinson

Important notice: This is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt for disclosure under applicable laws. If the reader of this message is not the intended recipient, or agent, responsible for delivering the message to intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us via telephone and return the original message via U.S. Postal service. Thank you.

000176

DIAL SECURITY

760 W. VENTURA BOULEVARD
CAMARILLO, CALIFORNIA 93010
TEL (805) 485-0528 • FAX (805) 383-3401
mhinson@dialcomm.com



Presented to:

City of Moorpark
799 Moorpark Avenue
Moorpark, Ca 93021

Shaun Kroes
Phone 805- 517-6248
Fax 805-529-8270
skroes@ci.moorpark.ca.us

Presented By

Dial Security

Michael Hinson

Guard Division Manager

December 14, 2007



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2-Way Radio

Table of Contents



Dial Security & Communication History-----	1
Company Services-----	2
Management & Supervision-----	3
Employee Screening & Training-----	4
Fleet Vehicles & Uniforms-----	5
Management Goals-----	7
Pricing & Billing-----	8

Dial Security & Communications**Guard / Patrol Services****Burglar & Fire Alarms****Telephone Systems****2-Way Radio**

History Of Dial Security

Dial Security and Communications began in 1974. Headquartered in Camarillo, California, Dial primarily serves Southern California, encompassing Ventura, Santa Barbara, San Luis Obispo, Riverside, Los Angeles, Orange and San Bernadino Counties.

Beginning as a Security and Patrol service, Dial quickly discovered opportunities in related industries. Working initially with commercial customers, it was a natural move for Dial to branch out into burglar and fire alarm systems. The sale, service and installation of security systems were expanded into the residential market as well. Our customers have found that Dial offers many advantages not typically found in a security company.

Dial has become a leader in the security industry thanks to one very basic philosophy, "we deliver more, not less, than we promise". Should you have the opportunity to speak with one of our customers, we're sure they will give an enthusiastic recommendation, and that's the true test. We sincerely care about our customers because they are the source of our success.

Dial is a locally owned and operated company, so our reputation rests on the quality of the services we provide. We have grown and succeeded simply by treating our customers as we would like to be treated.

In a world where complacency and mediocrity seem commonplace, our simple and direct approach to customer service has been extremely effective. It's simple, we care about our customers.



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2-Way Radio

Company Services

Security Officers- Dial maintains a staff of over 100 officers, offering armed and unarmed personal. The state of California, Department of Consumer Affairs, licenses our security officers. Background checks and fingerprints are kept on file.

Patrol- A fleet of over 20 vehicles is utilized in providing nightly patrol services throughout Ventura County and surrounding areas. Alarm, Patrol response is a service that Dial offers to all our customers, commercial and residential. Patrol is a nightly inspection service wherein the officer is performing a spot check on each account. Duties have included verifying locked doors, scheduled lock-ups, openings, and escort service.

Alarm- Utilizing our own local emergency response monitoring station, Dial installs and maintains a variety of burglar and fire alarm accounts in Southern California. We are a California State licensed Contractor carrying both a C-10 and ACO licenses. All our security equipment is UL listed. Dial is the only security company in that can provide the service of a local company owned monitoring station. Additionally we offer Digital Surveillance and digital monitoring along with Access Control Systems. These services are provided by Dial Security's own trained staff and technicians.

Dial Communications

Telephone Systems- Business telephone, data and voice-over IP solutions are provided to our customers using Toshiba Telephone Products. Voice Mail and Automated Attendant systems and other integrated technologies are also available. All equipment is installed and serviced by our own staff of qualified technicians.

Two Way Radios- Communications have been a part of Dial from the beginning. Effective communication is critical to good security. Dial maintains numerous repeater sites in Ventura County. We work closely with public safety agencies. Dial is an authorized Motorola, Kenwood and Vertex Dealer offering repair capability to all GE, Motorola, Ericsson, MA / COMM, Kenwood, Standard and other radio manufactures.

Dial Long Distance (DLD)

Dial Long Distance- A fully licensed long distance company providing discount local, long distance international, fax modem lines, inbound 800 services, digital dedicated T-1 services, and calling card services. Dial Long Distance rates are significantly less than other major carriers.



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2-Way Radio

Supervision & Management

Dial Security is the only company in the Tri County that offers twenty-four hour a day field supervision and dispatch center to provide the customer with prompt resolution of any issues that may arise. Officers will be inspected for overall appearance, hygiene, site knowledge, and job requirements. Dial has over 36 years of combined field supervision experience, and 119 years of combined management experience to provide you with continuity, validity, honesty and that personal touch. We are always available to address your security concerns.

Multiple inspections of your facility to maintain the highest level of consistent security services.

Weekly inspection by the Account Manager to inspect post and perform unannounced spot checks of various positions for over all knowledge of site, including uniform and hygiene inspections.

Supporting Staff & Management

- President
- Vice President
- Guard Patrol Division Manager
- Watch Commander
- Field Supervisors
- Patrol Drivers
- Scheduling Manager
- 24 - Hour Dispatch Center
- Training & Administrative Assistant
- On Premise Auto Mechanic



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2-Way Radio

Employee Screening

Dial Security hires armed and unarmed professionals on a continues basis for available positions. Dial seeks out individuals that are self-motivated with the capability of timely resolve. Dial understands that you deserve a team of security officers that are accountable and dependable living up to your expectations on a daily basis. Dial personnel must meet the following minimum requirements to be eligible for hire. Dial does not hire anyone with a criminal background.

Besides the initial interview and employee interview questioner, Dial seeks out mature well-rounded adults with stable background and personal goals. Before hiring all persons must take the written skills test with the application process.

Requirements

- High School Diploma or equivalent
- Random Drug Screening
- California Guard Card
- Validated Social Security Card
- Valid Drivers License
- Background Investigation
- No Criminal Background
- Must be a US Citizen or Alien Registration Card I-151
- Employment Verification
- Meet Age Requirement
- In accordance with Americans with Disabilities Act must be physically able to perform assigned Duties
- Must have access to telephone and reliable transportation
- Written Skills Test

Training

All Dial Security personal must complete the State required powers of arrest workbook and test with a 100% score. California also requires course work known as Weapons of Mass Destruction prior to deployment for an equivalent of 12 hours of training. Dial Security is a proud active member of California Association of Licensed Security Agencies, Guards and Associates (CALSA) that meets all the state requirements for mandatory on going training and education.

- Overview of Duties and Responsibilities
- Ethical Conduct
- Communications / Patrol Log / Incident Report / Report Writing
- Search & Seizure / Trespass laws
- Use of force / Access Control
- Public Relations
- Weapons of Mass Destruction
- Communication & it's Significance
- Handling Difficult People
- Liability & Legal Aspects
- Company Policy
- Officer Survival
- Post Orders & Assignments
- Driver Safety
- Observation & Documentation



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2-Way Radio

Company Vehicles & Uniforms

Site Vehicle- Dial has different options of vehicles to choose from to provide you the customer with maximum coverage and maintain high visibility of your property. All vehicles are radio equipped to enable our officer to have constant contact with our dispatch center and field supervision. This option gives you the ability to relay information to the on site Guard via our 24-hour a day dispatch center.



- Site Vehicle
- High Profile
- Radio Equipped
- Ideal for Construction / Plant Protection

Patrol Vehicle- In 2005 due to increasing fuel cost Dial Security made the proactive decision to purchase fuel economy vehicles to help maintain competitive rates with the same great service. Dial is the only company in the Tri-County area that assign's a patrol officer to each city in Ventura to provide our customers with prompt response and continuity.



- Patrol Vehicle
- Alarm Response
- Visual Deterrent
- Scheduled Lock Ups / Unlocks
- Property Inspection

Field Supervision- Dial provides our supervisors with a distinctive patrol vehicle with a V shape light bar so that our clients and officers can identify them when they arrive on site for inspection. Our supervisors are well versed on policies and procedures and are ready to assist in matters requiring administrative experience or armed support.

- Watch Commander
- Field Inspection
- Field Support
- Safety



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2- Way Radio

Uniforms

Good personal hygiene, appearance and professional ability are an imperative aspect if the public is to gain a positive impression. Personal will respect the Security uniforms and the organization for which they represent.

At the time the uniform is issued, a strict Dial Security dress and uniform code is stressed to the new officer. Replacement uniforms are provided to our officers free of charge for normal wear and tear. Officers will be inspected by site supervisor and graded for hygiene and overall appearance and knowledge of site requirements.

Dial does not charge for uniforms but does ask for a minimum \$100.00 refundable deposit. This ensures that uniform is returned when officer's employment ends.

Hard Dress- Upon hire of (full time) employees are issued two pairs of uniform pants, two uniform shirts and one bomber jacket.

Soft Dress- Upon hire of (full time) employees are issued two pairs of dress uniform pants, three long sleeve shirts, one blazer and two ties, one black dress belt.

Soft Dress Uniform

- Navy Blue Blazer
- Navy Blue Pants
- White Dress Shirt
- Navy Blue Tie
- ID Logo On Left Breast



Hard Dress Uniform

- Tan Shirt
- Logo On Both Shoulders
- Dial Star On Left Breast
- Navy Blue Pants
- Black Bomber Jacket



Dial Security & Communications
Guard / Patrol Services
Burglar & Fire Alarms
Telephone Systems
2- Way Radio

Management Goals

We provide security services to customers with similar challenges and believe our experience can help address these issues. We've drawn from this experience structure to design an effective security program.

We do provide great customer service and personnel that actually fit in the scheme of things. It is Dials job to find for you the best candidates for each the position. Dial provides what we call a flex program that enables Dial to have officers on call 24-hours a day in event of an emergency or unforeseen circumstances to ensure that you the customer are covered. This officer has the ability to respond within two hours and work up to twelve hours in on period if necessary.

Dial will provide all labor and equipment needed as contractually agreed upon. Duties performed will be of highest standard of integrity and professionalism. Dial will provide detailed post orders (job descriptions) to ensure proper knowledge and training of our Security Officers for the Moorpark Metrolink Station. Post Instructions will be revised according to changes in procedures, environment, adapting to site requirements as necessary.

Dial believes you need exceptional personnel with good communication skills. Dial seeks out these individuals on a constant basis understanding the needs of our customers.

In order to help keep employees motivated. Dial offers pay scale advancement for those who aspire to learn and grow. After employees initial 90 days with Dial employees are eligible for review. Dial Security will provide excellent customer service thru the following.

- Account Manager
- Accountable Security Team
- Creating Dependable Security Team
- Flex Officer(s)
- Customer Service Excellence

Employee Goals

Dial will provide Security Officers that are self motivated and disciplined with the capability of timely resolve. This Officer will be responsible for general site safety, guidance, access control and visual deterrent against trespassers, vandalism and theft. Our Officers will serve as oversight for liability and compliance working directly with the Account Manager in assistance with matters requiring experience in administration, criminal investigations and occurrences resulting in bodily harm or monetary loss.

High employee retention allows Dial Security to better serve you and your staff through consistent service. However, not all security officers fit the needs of your Facility. For those who do, we encourage their long tenure through the following:

- Employee Recognition
- Incentive Programs
- Positive Work Environment
- Increasing Pay Scales
- Advancement Opportunities
- Medical Benefits
- Dental Vision
- Vacation Pay

Dial Security & Communications
 Guard / Patrol Services
 Burglar & Fire Alarms
 Telephone Systems
 2-Way Radio

Pricing

Dial bills at an hourly rate with a time half rate for holidays and approved overtime. Rates are determined by temporary vs. permanent contract, the quantity of hours, location and job requirements to be performed by the officers.

Proposed Hours of Coverage

Security Schedule

12:15 Pm – 8:15 Pm Monday- Friday

Position	Weekly Hours	Hourly Bill Rate	Holiday / OT
Security Officer	40	\$18.49	\$27.74

Observed Holidays

New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving & Christmas

Contractual Agreement Terms

The terms of this agreement shall proceed for a minimum of 365 days. Either party may cancel this service agreement without penalty with a prior 30 day written notice of cancellation.

Validation

This proposal is valid for up to 60 days after written

Billing

Guard- Done on a weekly basis, invoices distributed every Monday

Copy Right Infringement

This data furnished in connection with a request for proposal, shall not be disclosed in whole or in part to any third party. This proposal is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable laws. If the reader of this proposal is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this proposal is strictly prohibited. Copyright 2007

**CITY OF MOORPARK
AGREEMENT FOR SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and Dial Security, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the City wishes to contract for security patrol services at the Metrolink Station at 300 High Street, in the City of Moorpark hereinafter referred to as "Services"; and

Whereas, Contractor has the experience and qualifications necessary to perform such services; and

Whereas, City wishes to retain Contractor for the performance of those services as set forth in the Scope of Work set forth below.

NOW THEREFORE, in consideration of the mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

City does hereby appoint Contractor in a contractual capacity to perform certain technical services as set forth herein.

1. Term - The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, and will continue in effect until December 31, 2008. The City reserves the right to extend the term of the Agreement with the Contractor's consent.
2. Compensation - The amount of full compensation to Contractor for said services shall not exceed \$18.49 per hour without prior written authorization by the City Manager. No claims for extras above the amount of said agreement will be honored unless authorized in writing prior to commencement of extra work.

3. City's Obligations - For furnishing services as specified in this Agreement, City will pay and Contractor shall receive as full compensation therefore, an hourly rate based on Paragraph 2 above.

Payments to the Contractor shall be made within thirty-five (35) days of receipt of invoice except for those which are contested or questioned and returned by City, with written explanation within thirty (30) days of receipt of invoice. Contractor shall provide to City a written response to any invoice contested or questioned and further, upon request of City, provide City with any and all documents related to any invoice.

The City may change the amounts and types of insurance required hereunder by giving the Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.

4. Contractor's Obligations - For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Contractor agrees with City to provide services as specified and to do everything required by this Agreement, the Attachments thereof and the Scope of Work (Exhibit A). Contractor shall review, coordinate and approve the work of all subcontractors retained by Contractor. Contractor shall be responsible for all work performed by said subcontractors (a) as being complete, (b) as meeting City's and Contractor's requirements, and (c) as if it had been performed by Contractor. Without limiting the generality of the foregoing, Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement, that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.
5. Hold Harmless and Indemnification - Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any

individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

City does not and shall not; waive any rights that it may have against Contractor by reason of this section, because of the acceptance by City or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described in this section.

6. Insurance - The Contractor shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Attachment I, attached to and made part of this Agreement.
7. Independent Contractor – Contractor is and at all times shall remain, as to the City, a wholly independent Contractor. Contractor shall not, at any time or in any manner, represent that he is an officer, employee or agent of the City. Contractor shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts and Labor Code of the State of California.
8. Amendments - Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.
9. Termination - This Agreement may be terminated with or without cause by City at any time with no less than forty-eight (48) hours written notice of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

This Agreement may be terminated by Contractor by providing City with written notice no less than ten (10) working days in advance of such termination.

10. Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work material(s) prepared and/or used to comply with any section/condition of this Agreement, including any copies of same required by the Agreement to be furnished to the City, shall be public records, which shall be open to inspection by the public and shall become and remain the property of the City.

11. Assignment/Successors - Contractor shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that the Contractor is uniquely qualified to perform the services provided for in this Agreement.
12. Attorney's Fees - If any action at law or suit in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
13. Complete Agreement - This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding on the parties hereto.

In the event of conflict between the terms, conditions, or provisions of this Agreement and any such document or instrument, the City shall be the sole person to decide which document or provision shall govern.

14. Time of Performance – Time is of the essence in this Agreement.
15. Non-Discrimination – In the performance of the terms of this Agreement, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).
16. Venue - This Agreement is made, entered into, and executed in Moorpark, Ventura County, California, and any action filed in any court of law for arbitration of the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Ventura County, California.
17. Audit - City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.
18. Interpretation of Agreement - Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted

against either party on the grounds that the party prepared the Agreement or caused it to be prepared.

19. Waiver of Agreement - No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.
20. Captions and Headings - The captions and headings of the various Articles and Paragraphs of this Agreement are for the convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.
21. Notice - Any notice to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the City as follows:

Steven Kueny
City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Mailed notices shall be addressed to the Contractor as follows:

Dial Security
760 West Ventura Boulevard
Camarillo, CA 93010
Attn: Michael Hinson

Each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the second (2nd) day after mailing.

22. Authority to Execute Agreement - Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.
23. City's Agent - The Moorpark City Manager, or his designee, shall have the right to review, coordinate, and approve all work to be performed by the

Contractor pursuant to this Agreement, and shall be the City's agent in this matter.

WITNESS the execution of this Agreement.

CITY OF MOORPARK

Steven Kueny, City Manager

Date: _____

ATTEST

Deborah S. Traffenstedt, City Clerk

Contractor

Bryan Buck, Operations Manager

Date: _____

**SECURITY GUARD SERVICES – MOORPARK
METROLINK STATION
EXHIBIT A**

SCOPE OF WORK

It is the intent of this Agreement to provide necessary labor, equipment, tools, transportation and other elements in order to provide unarmed, uniformed security guard services at the Moorpark Train Station on High Street in Moorpark, California, to include (without limitation) the following:

1. Contractor is responsible for providing an unarmed, uniformed security guard to be on duty at the City's Metrolink Station for eight hours per day, on days when the Metrolink service operates. The exact work hours will be determined by the City, but will generally be an eight (8) hour shift between the hours of 8:00 a.m. and 9 p.m. Monday through Friday.
2. Security guards must have clearly identifiable and appropriately maintained uniforms.
3. Contractor is responsible for providing necessary communication equipment (either a two-way radio or mobile cellular phone) to allow the security guards to call for law enforcement assistance. Equipment must be in good working order at all items. If a two-way radio is used, Contractor shall have a dispatcher on duty during all work hours. A mobile or cellular phone must have memory and be programmed with the telephone numbers for Moorpark City Hall (805-517-6200); Moorpark Police dispatch (805-532-2700, or 805-654-9511); and the Public Works Management Analyst (805-517-6257).
4. Security guards will be responsible for patrolling the north and south parking lots at Station.
 - a. The guard will patrol the north and south parking lots frequently, at least at thirty minute intervals.
 - b. In the event that the guard sees an incident of vandalism or believes an incident is about to take place, he/she will be instructed to call local law enforcement (Moorpark Police) at 532-2700 or City Hall at 517-6200.
 - c. The guard shall be on the platform whenever trains or buses are at station, and maintain a visible presence whenever persons are present at station.

- d. Deter loiterers, trespassing, unsafe or inappropriate activity, and promptly report any incidents of concern.
5. While on duty, if security guards notice non-working lights, graffiti and/or property damage, they will be instructed to notify Public Works Department's Management Analyst at 517-6257.
6. Security guard shall keep a written daily incident report (daily log), which identifies the number and nature/type of incidents encountered by the security guard. Contractor shall keep the daily activity log on file for a term of no less than one year.
7. Contractor shall include in the daily activity log any additional information if requested by the City. The additional information shall include, but is not limited to, a daily summary of the number of vehicles parked at the facility, the number of bicycles in the bicycle rack, schedule adherence information such as the arrival and departure time of trains, the City bus and VISTA regional bus, visitations or inspections or by other agencies, and other noteworthy activities that may occur.
8. The Contractor's guard shall perform minor "housekeeping" tasks such as removing obstacles from parking areas, planters, platform ramps, sweeping up broken glass, etc. and generally help keep the appearance of the station in order and minimize potentially hazardous situations. If maintenance work is required at the station, the guard will promptly inform the City Public Works Management Analyst.
9. Items found by Contractor's guard (keys, wallet, etc.) should be recorded in the daily activity log. On the day the item is found the security guard shall contact the City Public Works Management Analyst (805-517-6257). The City will obtain the lost article from the guard. If any person inquires about a lost item the security guard may refer them to the City.
10. If the security guard discovers unattended luggage/packages the guard should first determine if there is anybody on the station who it may belong to. If there is no one who claims the luggage/packages the security guard shall contact the Moorpark Police dispatch (805-532-2700 or 654-9511). Moorpark Police should send a unit to take care of the material. The security shall contact the Public Works Management Analyst (805-517-6257) as well. The security guard should keep the public away from the suspicious bags/packages. If after the police examine the material they determine it is safe the security guard

may treat the luggage/package as a regular lost item (see Item 9). The incident shall be recorded on the guard's daily activity log.

11. The security guard shall count and record the total number of vehicles located in the Metrolink North and South Parking lots at the beginning of his/her shift.
12. When the Department of Homeland Security has declared an Orange alert or greater, the security guard shall perform a visual examination of all trash receptacles located on the Metrolink platform at least once per hour; preferably during the guard's regular, hourly walk through the Metrolink Station. The guard should look for any suspicious items. If a suspicious item is visually identified, the guard should contact the Moorpark Police Department immediately, and ensure pedestrians avoid the receptacle until authorities determine the area is safe. The guard shall not reach into the receptacle or touch its contents.

ATTACHMENT 1
DOCUMENTATION OF INSURANCE COVERAGE REQUIREMENTS

- A. General Conditions - Without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense, the insurance listed under Section G (Evidence of Coverages) covering its operations, subject to the following conditions:
- 1) The City, its officers, employees, servants, consultants and agents shall be included as additional insured in all liability insurance policies except for Workers' Compensation.
 - 2) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City insurance for contributions.
 - 3) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice has been sent by certified mail (return receipt requested) to the City, and said certificate shall contain an unequivocal clause so stating.
 - 4) The Contractor will provide the City's Director of Public Works with a City approved insurance endorsement form CG 20 10 11 85 or equivalent, identifying the City as additionally insured on the policy, prior to commencement of any work.
- B. Workers' Compensation - The Contractor shall procure and maintain, during the life of the contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees, unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

By submitting a proposal pursuant to these specifications, the Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. (See ATTACHMENT 2 – WORKERS' COMPENSATION INSURANCE CERTIFICATION).

- C. Aggregate Limits/Blanket Coverage - Should any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside of this Agreement, the Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the

Insurance Coverage Requirements

Page 2

City. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

- D. Modification of Coverage - The City reserves the right at any time during the term of any Agreement executed with the Contractor, pursuant to this Request for Proposal (Agreement), to change the amounts and types of insurance required hereunder by giving the Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to the Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.
- E. Failure to Procure Insurance - The Contractor's failure to procure or maintain the required insurance shall constitute a material breach of contract under which the City may immediately terminate the Agreement or, at its discretion, procure or renew such insurance to protect the City's interests. Should the City, in its sole discretion, be required to pay any and all premiums in connection with the exercise of this clause, the City shall recover all monies so paid from the Contractor, or deduct all monies so paid from payment(s) due to the Contractor.
- F. Underlying Insurance - The Contractor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors(s), if any, to protect the Contractor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes.
- G. Evidence of Coverages - Evidence of coverages as checked below, having as a minimum the limits shown, must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Insurance Coverage Requirements

Page 3

<u>Description</u>	<u>Limits</u>
Workers' Compensation <input checked="" type="checkbox"/> Employer's Liability <input type="checkbox"/> Waiver of Subrogation	Statutory Statutory
General Liability (must be written on an occurrence form) <input checked="" type="checkbox"/> Premises and Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Consultants <input checked="" type="checkbox"/> Products/Completed Operation <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Broad Form Liability Endorsement <input type="checkbox"/> Explosion Hazard <input type="checkbox"/> Collapse/Underground Hazard	<u>\$1,000,000</u>
Automobile Liability (must be written on an occurrence form) <input checked="" type="checkbox"/> Owned Automobiles <input checked="" type="checkbox"/> Nonowned/Hired Automobiles <input type="checkbox"/> Garage keeper's Legal Liability	<u>\$1,000,000</u>

ATTACHMENT 2
WORKERS' COMPENSATION INSURANCE CERTIFICATION

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the City with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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 I will comply with such provisions before commencing the performance of the work of this Agreement."

SIGNED: _____
(Contractor)

DATE: _____