

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Mary Lindley, Parks, Recreation & Community Services Director 
Prepared by: Shaun Kroes, Management Analyst 

DATE: November 17, 2006 (CC meeting of December 6, 2006)

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. The current budget's funds 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 \$17.35 per hour. Dial Security requests a 3.46% increase to \$17.95 per hour for calendar year 2007.

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

Dial Security
760 W. Ventura Blvd
Camarillo, California 93010
Tel (805) 485-0528 Fax (805) 383-3401

November 14, 2006

City of Moorpark
Shaun Kroes
799 Moorpark Avenue
Moorpark, Ca 93021
Phone: 805-517-6248
Fax: 805-529-8270

Re: Proposal for Guard Service for
Moorpark Metrolink Station

Dear Mr. Kroes,

First and foremost I would like to personally thank you for giving Dial Security another opportunity to offer you a proposal on guard service for the Moorpark Metrolink Station.

Dial Security is the largest multipurpose Security Company in the Tri-County since 1974. With over 110 years combined Management and Security Enforcement experience to better understand and tend to all of your security needs. Dial will provide you with continuity, validity, honesty and that personal touch. I am always available to address your concerns.

Dial maintains a staff of over 100 Officers offering unarmed and armed personnel. The California Department of Consumer Affairs certifies and licenses all of our Officers. Dial continues to perform work that includes schools, residential, government buildings, airports, mass transit, community events, construction and mercantile.

Dial will provide all labor and equipment needed as contractually agreed upon. Duties performed will be of the highest standard of integrity and professionalism. Dial will provide detailed post orders (job descriptions) to ensure proper knowledge and training of our Officer your for the Moorpark Metrolink Station. All duties will be in compliance with the City of Moorpark and will be tended to with the highest regard. ***Any change in scope of work or equipment shall be at the expense of the Moorpark Metrolink Station***

Guard Service

Dial Security will provide a uniformed / unarmed security officer that is self-motivated and disciplined with the capability of timely resolve. Permanent service does require a minimum of eight hours a day and 40 hours a week to honor long-term rate.

This Officer will be responsible for general site safety access control, visual deterrent against theft and vandalism. Our Officer will serve as an oversight for liability and compliance and will work directly with the Guard Division Manager in assistance with matters requiring experience in Administration fines, criminal investigations and / or civil actions / inactions, serious occurrences resulting in great bodily harm or substantial monetary loss.

Our Officer will provide a Daily Activity Report so they can convey vital information for Management the following day. In the event of any serious occurrences Dial will notify the City of Moorpark immediately.

Dial Supervision

We provide twenty-four hour a day Supervision for prompt resolution. The Officer assigned to this site will be inspected by our Watch Commanders to ensure they are alert at all times, with uniform and hygiene inspections along with overall knowledge of site. Dial also has a twenty-four hour a day emergency dispatch center to better serve you the customer with prompt resolution.

Dial Security Signs

Dial Security will provide our distinctive Security signs at all entrances of your property at no additional charge to the city of Moorpark. These signs will remain the property of Dial Security and may be exchanged for new signs when available.

Long Term Contractual Agreement Terms

Terms of this agreement shall proceed on the date agreed and continue for a minimum of 90 days from date of contractual agreement. Either party may cancel service with thirty day written notice of cancellation.

Validation

This proposal is valid for up to 60 days after date written.

Guard Billing

Done on a weekly basis, Sat-Fri, invoices go out every Monday

**2007 Permanent Guard Service
Security Schedules / Total Hours / Rates**

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Times	Open	Open	12:15PM-8:15 PM				
Hours	Open	Open	8	8	8	8	8
Hourly rate	\$.00	\$.00	\$17.95	\$17.95	\$17.95	\$17.95	\$17.95
Daily cost	\$.00	\$.00	\$143.60	\$143.60	\$143.60	\$143.60	\$143.60

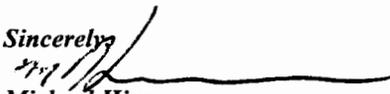
Straight time	\$17.95
Holiday / OT	\$29.93

Total weekly	
Hours	40

Total weekly \$718.00
Not Including Holidays / OT

Any inquiries regarding this proposal please don't hesitate to call and I will be more than happy to accommodate you.

Don't settle for less when you count on the best. Dial Security is the largest multifaceted Security Company in the Tri-County since 1974.

Sincerely,

Michael Hinson
Manager Guard-Patrol Division

**AGREEMENT TO PROVIDE SECURITY GUARD SERVICES
MOORPARK METROLINK STATION**

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, 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 "Vendor".

WITNESSETH

Whereas, the City wishes to contract for security patrol services at the Metrolink Station at 320 High Street, in the City of Moorpark hereinafter referred to as "Services"; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

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

I. Scope of Work

The services to be rendered by Vendor shall be as set forth in Exhibit "A". This Agreement shall be effective as of January 1, 2007, and end December 31, 2007. The City reserves the right to extend the term of the Agreement with the vendor's consent.

II. Compensation

The amount of full compensation to Vendor for said services shall not exceed \$17.95 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.

III. 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, Vendor 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 Vendor by providing City with written notice no less than ten (10) working days in advance of such termination.

IV. General Conditions

- A. City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Vendor performing services hereunder for City.
- B. Vendor is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, servants or agents shall have control over the conduct of Vendor or any Vendor officers, employees or agents, except as herein set forth.

Vendor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the City.

- C. At the time of 1) termination of the agreement or 2) conclusion of all work; all original documents, designs, drawings, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by Vendor or their subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this agreement shall become the sole property of the City.
- D. Vendor shall hold harmless, indemnify and defend the City and its officers, employees, servants and agents serving as independent contractors from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from misconduct, negligent acts, errors or omissions of Vendor or

any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the City or any of its officers, employees, servants or agents.

The City does not, and shall not, waive any rights that it may have against Vendor by reason of Paragraph E hereof, because of the acceptance by the City, or the deposit with the 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 Paragraph E hereof.

- E. Vendor shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for, and maintain in full force and effect for the duration of this agreement that policies of insurance required by this paragraph and shall furnish to the Director of Parks, Recreation & Community Services of the City certificates of said insurance, with an endorsement form indicating that the policy has been amended to name the City as an additional insured. Said insurance endorsement shall be furnished to the Director of Parks, Recreation & Community Services on or before the commencement of the term of this agreement. Notwithstanding any inconsistent statement in any of said policies or any subsequent endorsement attached thereto, the protection offered by the policies shall:
1. Name the City and its officers, employees, servants and agents serving as independent contractors as additional insured with Vendor.
 2. Insure the City and its officers, employees, and agents while acting in the scope of their duties under this agreement against all claims, demands, damages, liabilities, losses, costs or expenses arising from, or in any way connected with, the performance of this agreement by Vendor or the City.
 3. Bear an endorsement or have attached a rider whereby it is provided that, in the event of cancellation or amendment of such policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective.

Vendor shall give City thirty (30) days written notice prior to the expiration of such policy.

4. Be written on an Occurrence Basis.
- F. Consistent with the provisions of Paragraph E, Vendor shall provide general public liability including automobile liability and property damage insurance in an amount not less than One Million dollars (\$1,000,000.00) per occurrence and annual aggregate.
- G. Consistent with the provisions of Paragraph E, Vendor shall provide workers' compensation insurance as required by the California Labor Code. If any class of employees engaged by Vendor in work under this agreement is not protected by the workers' compensation law, Vendor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.
- H. Vendor shall not assign this agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Vendor is uniquely qualified to perform the services provided for in this agreement.
- I. Payment to Vendor shall be at a rate not to exceed \$17.95 per hour. Services shall be paid on a monthly basis for the current month upon satisfactory performance of services under this agreement.

Vendor shall submit invoice for payment monthly. The invoice shall be submitted to the City between the first and twenty first day of the month after the service period of the invoice.

Payment to vendor shall be made by the City within thirty (30) 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. Vendor 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.

- J. Any notice to be given pursuant to this agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested,

with postage prepaid and addressed to the party for whom intended as follows:

To: City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: City Manager

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

Either party may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

- K. Nothing contained in this agreement shall be deemed, construed or represented by the City or Vendor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the City and Vendor.
- L. This agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.
- M. 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 ground that the party prepared the agreement or caused it to be prepared.
- N. 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.

- O. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant of this agreement or as a result of any alleged breach of any provision of this agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
- P. Cases involving a dispute between the City and Vendor may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.
- Q. This agreement is made, entered into, executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.
- R. The captions and headings of the various Articles and Paragraphs of this agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

V. Responsible Individual

The individual directly responsible for Vendor overall performance of the contract provisions herein above set forth and to serve as principal liaison between City and Vendor shall be Michael Hinson.

Upon mutual written agreement of the parties, other individuals may be substituted in the above capacity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK:

DIAL SECURITY:

Steven Kueny,
City Manager

Bryan Buck
Operations Manager

Date

Date

ATTEST:

Deborah S. Traffenstedt, City Clerk

**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. Vendor 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. Vendor 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, Vendor 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 Parks, Recreation & Community Services 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 Parks, Recreation & Community Services Department's Management Analyst at 517-6257.
6. Vendor shall provide the City with a written daily incident report (daily log), which identifies the number and nature/type of incidents encountered by the security guard. This report shall be submitted to the City weekly, on or before Wednesday after the week of the report.
7. Vendor 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 bicycle lockers filled, 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 Vendor's guard shall perform minor "housekeeping" tasks such as removing obstacles from parking areas, planters, platform ramps, sweeping up a 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 Parks, Recreation & Community Services Management Analyst.
9. Items found by Vendor'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 Parks, Recreation & Community Services 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 Parks, Recreation & Community Services 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.