



City of San Juan Bautista

The "City of History"

**CITY COUNCIL
PUBLIC SAFETY (AD-HOC) SUBCOMMITTEE
AGENDA FOR MONDAY
MONDAY MAY 23RD, 2022 AT 4:00 P.M.**

The Mission of the Public Safety Ad-Hoc Committee is to recommend to the City Council the City of San Juan Bautista actions for the Council to take which:

1. Apply equitable, community-based Public Safety philosophies and best practices;
2. Enhance the safety security and quality of life of residents to the City of San Juan Bautista;
3. Encourage citizen engagement and involvement; and
4. Respect and value diversity and coexistence throughout the community.

ZOOM ONLY- (see the bottom of the Agenda)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. REVIEW OF NOTES FROM APRIL 25TH MEETING (attached)
4. GUEST SPEAKERS:
 - a. Sheriff's Office (2nd Deputy concept, Private Security, and "shots fired" response)
 - b. Santa Cruz 911 Call Center (Stephanie French)

5. PRIVATE SECURITY SERVICES

Receive the Draft May 24, 2022 report to the City Council recommending a new private security company, and discuss the Council's Safety Subcommittee (Jordan and Freels) Recommendation

6. BUDGET CONSIDERATIONS
7. SIDEWALK SAFETY (2006 inspection program attached)
8. PATH OF TRAVEL
 - a. New ideas to add?
9. JUNE 27, 2022 (CM on Vacation)

Join Zoom Meeting

<https://us02web.zoom.us/j/81152395983>

Meeting ID: 811 5239 5983

One tap mobile

+16699006833,,81152395983# US (San Jose)



City of San Juan Bautista

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CITY COUNCIL

PUBLIC SAFETY (AD-HOC) SUBCOMMITTEE MEETING

April 25, 2022

DRAFT MINUTES

(Meeting held via Zoom Internet Video/Audio Conference Service)

1. CALL TO ORDER – 4:00 P.M.

☒ Freels, ☐ Delgado, ☒ Jordan, ☒ Medeiros, ☒ Ponce, ☒ Reynolds

ROLL CALL:

Present: Medeiros, Freels, Jordan, Ponce, Reynolds

Late:

Absent: Delgado

2. PLEDGE OF ALLEGIANCE

Lead by Freels

3. REVIEW OF NOTES FROM THE FEBRUARY 28TH AND MARCH 28TH MEETING (attached)

The committee approved the minutes for the February 28th and March 28th meeting. There were no comments.

4. GUEST SPEAKER

a. none

Reynolds-mentioned that he invited someone from the sheriff's department to give an update on City's dedicated Deputy Miller. They never showed up.

5. BUDGET CONSIDERATIONS

Reynolds led the presentation showing the Committee a slideshow presentation on the public safety budget analysis. He informed the committee that the City has two budgets: operational and capital improvements/special projects. He noted that public safety is generally paid by the general fund. For the City, budget needs and strategies come in the form of the City's strategic plan. Reynolds mentioned that in the previous year the City set forward three initiatives and provided \$100,000 to fund those. He then described the 5 sub-categories of the Quality of Life and how they match the Public Safety Ad-Hoc Committee's Mission Statement.

The Budget Calendar is:

July 1- First day of the new Fiscal Year

July- Closing of the City's Books

December- Audit

January- Mid Year Budget Review

Feb/March- Strategic Plan

April/May- Draft Budget

Mid-June- Adopt new Budget



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Reynolds continued the presentation by explaining the budget calendar. He emphasized the two dates residents will have to comment on the budget May 10th and May 17th. He then informed the Committee that the City is expected to get the second instalment of the ARPA funds this June. For the second year in a row the City has had an operational surplus from \$300,000 - \$400,000. The surplus allows for the City to have room for operational growth and for capital improvements to grow. Reynolds then showed the committee the Public Safety Expenses allocated in 4 departments: Fire and EMS, Code Enforcement, Law Enforcement, and Animal Control. The major contracts have been increased by 10% across the board (except the Fire Department contract since they are only allowed a 3% increase per year). He then showed the Committee the Public Safety contracts: Fire Department, County 911, Sheriff, Private Security, Animal Control (no change). He explained that private security expense is overbudget because of a small increase in their contract. The Private Security contract is going up for renewal and the City is currently waiting for bids.

Reynolds proceeded to show the committee the current safety related Capital Improvement/ special Projects. Reynolds mentioned previously speaking with Fire Chief Bob Martin Del Campo about grants he could apply for to get the generator (CIP # 21.15) installed. The emergency generator cost is a high value, \$125,000, because it includes an electrical switch and transfer switch. For the Fire Station apparatus bay improvements (CIP # 21.23), it will cost \$50,000 to modify the garage doors facing Polk St. The doors need to be higher and rebuilt so that the equipment can get in and out of the base. Reynolds then proposed \$25,000 for animal control to provide animal kennels at the public works yard. He then spoke about the Special Studies public safety initiative. The \$250,000 ARPA funds will be focused on the security camera system. He emphasized needing to work with the sheriff's IT department for the camera system.

Reynolds then opened the floor for comments:

Medeiros- Mentioned needing time to think about all the information.

Freels- Mentioned that it is good that the City is getting a generator in City Hall and the Fire Station.

Ponce- Brought attention to section 5. Quality of Life, she believes that code enforcement still needs

further discussion. Then mentioned that under 5d, the time frames for the Preservation, Conservation, Growth meetings will not work well for residents. The majority of residents won't be able to attend at those time. She mentioned that if the City wants to encourage residents engagement and involvement, as stated in the Committees mission statement, the time frames need to be better set.

Reynolds- Mentioned that past meetings held on Saturday mornings have great turnout.

Ponce- Mentioned that a resident informed her that they called the sheriffs to report shots fired, but the sheriff never showed up.

Reynolds- Mentioned that he was informed of the situation on Wednesday and by Thursday Deputy Miller went into City Hall and asked if the property was within City limits. Deputy Miller then proceeded to the resident's home to inform them that they are not able to fire firearms within City limits. Reynolds sees having a dedicated deputy as a benefit. When the Sheriffs give a cold call and do not show, the dedicated deputy can knock at the resident's door and explain the laws.



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Jordan- Mentioned that Reynolds and her spoke Friday regarding the issue. Jordan mentioned having spoken to the person that fired shots. When they spoke, the person informed Jordan that a member of the commission told them it was legal. Between Don, herself, and Deputy Miller the problem was able to be resolved.

Ponce- Believes that the security services, sheriffs, and dispatcher should all be well informed of the City's areas.

Jordan- Stated that the security officer, code enforcement officer, and deputy all have a map of the City with them. She then mentioned that there are still somethings that dispatch doesn't understand due to being located in Santa Cruz County.

Freels- Informed the committee that dispatch will go based off addresses. Dispatch is not able to go by a landmark name. If the dispatcher is given an address, it will be easier to locate the scene.

Ponce- Mentioned being glad to know that the issue was resolved and that Deputy Miller is informed of the City limits. She then mentioned that this event is bad public relations for the sheriff's department. The resident that reported the shots is in disbelief that no sheriff showed for shots fired. Ponce mentioned to the committee that in the original contract for a dedicated deputy, there were supposed to be two deputies. She questioned if with the second deputy the City would no longer need private security services?

Reynolds- Believes that with a second deputy it will be a possibility of not needing private security.

Ponce- Questioned if there was a timeline?

Reynolds- Mentioned that currently there is no timeline due to waiting for a budget number. The second deputy would be considered for July 1 if it made it through the budget process.

Ponce- Sought clarification on how to contact Deputy Miller. She mentioned that Deputy Miller said to tell dispatch for 134 to be directed to him. She questioned if residents were informed on how to reach Deputy Miller?

Reynolds- Mentioned not making the information public yet, because he is looking for a balance between the sheriff's hierarchy. The sheriffs requested to stay within their chain of command.

Ponce- Questioned if someone needs help in the City, do they mention 134 or not?

Jordan- Told committee that all calls should go through dispatch 911. Jordan then sought clarification for what was meant by contract staffing alignment under item 5.b in quality-of-life.

Reynolds- Answered that contract staffing alignment means better communication between the sheriffs, code enforcement officer, fire department, private security and the City. Contract would be the sheriff and public security, and fire department.

Jordan- Questioned how many requests for proposals for private security were sent out?

Reynolds- 15

Jordan- Questioned if the sheriff's contract will renew this year?



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Reynolds- Answered that Captain Keylon confirmed the renewal of the contract. In the past the contract was automatically renewing 1 year at a time. The Sheriffs are in the midst of a new contract, reflecting labor, which might result in a higher cost for the City.

Jordan- Questioned why there was fluctuation in what was spent on private security?

Reynolds- Informed the committee that the reason for the influx, for private security expense, were because having to contract them for special events outside of their contract such as 4th of July, holidays, reasons due to covid. Reynolds believes that they are anomalies.

Jordan- Questioned if the fire department was looking for grants pertain to the generator?

Reynolds- Answered that Fire Chief Del Campo and Police Chief Reynoso teamed up to get a homeland security grant for the City.

Jordan- Questioned if California Consultants can look for grants for animal control and cameras?

Medeiros- Mentioned how Deputy Miller was present within the hour when an incident for property damage was reported. Then, he questioned if the City's attorney has been reviewing the code enforcement? If yes, would the Committee review the material in a meeting?

Reynolds- Answered that the City attorney is improving Chapter 13 and parking code. He is unsure if the improvements will be completed by the May meeting.

Medeiros- Questioned if the City is still planning to designate an area for a dog park? If yes, was it budgeted?

Reynolds- Stated that the property in Washington is proposed to have a dog park, but it is not currently budgeted.

6. PATH OF TRAVEL

a. Ideas yet to be addressed: guest speakers, 911-Netcom:

Jordan- Mentioned wanting 911 Netcom as a guest

Reynolds- Asked the committee if they would like to have the Aromas-San Juan Unified Schools' superintendent back as a guest?

Jordan- Questioned if the school had concerns regarding the partnership on the fence?

Reynolds- Mentioned that the City has 3 good bids, well under budget. The City is currently waiting on the school's legal department to create a joint use agreement.

b. New ideas to add?

Medeiros- Questioned if there is an infrastructure map of the City?

Reynolds- Mentioned that there are multiple maps for different infrastructure. There are maps for: water system, wastewater system, pavement management plan.



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Medeiros- Would like to go over the maps. He then questioned if the deputies' schedules routinely will change?

Ponce- Questioned what areas the private security and dedicated deputy patrol?

Reynolds- Informed the Committee that it is a city-wide assignment

Ponce- Questioned if Midnight Express was in violation due to the security's patrolling, sheriff or a citizen's report?

Reynolds- Mentioned that it was a resident who reported Midnight Express. The Code Enforcement Officer was called on the day of Arts and Crafts festival and he witnessed firsthand the dirt being moved.

Ponce- Mentioned buying a drone.

7. FUTURE AGENDA ITEMS

Next meeting is May 23, 2022

Reynolds- Would like to discuss equity and governing with equity.

Motion to Adjourn at 5:16 pm

Don Reynolds

From: Don Reynolds
Sent: Friday, May 20, 2022 12:22 PM
To: Don Reynolds
Subject: 911 services

S/y text

I've been looking into the above issue. After speaking to County Planning and the 911 Call Center they acknowledged that they gave the Deputy bad info. Apparently the GIS mapping overlays aren't consistent from County to County and she confused the coding with a shooting zone code from Santa Cruz County. Just wanted to let you know. I texted the sheriff, deputy Miller and the caller.

Sent from my iPhone

from Chris Martorana

D



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

AGENDA TITLE: A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA
AWARDING THE CONTRACT FOR PRIVATE SECURITY
SERVICES TO _____

MEETING DATE: May 24, 2022

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDED ACTION(S):

That the City Council, after receiving a recommendation from the Council's Public Safety Sub Committee to award the private security agreement to _____, and authorize the City Manager to negotiate and execute the Agreement.

BACKGROUND INFORMATION:

In the past two decades, the City has shifted entirely to contract services for its public safety services, except for a part-time code enforcement officer. The City contracts with the County Sheriff for law enforcement, City of Hollister Fire Department, Four-Leaf for the Building Official, and to Pet Friends who assist with feral cats. AMR provides emergency medical care, and County of Santa Cruz provides 911-call dispatch services (both serve the whole of San Benito County). Follow a rash of burglaries downtown in 2016, the City added private security services to observe and report to the City and law enforcement focused on downtown.

This 2016 contract was limited to "observe and report" due to the concerns from the City's liability carrier. The use of weapons and force was not allowed. This first contract did include parking enforcement.

On July 19, 2019, the City executed a new contract for private security services. A public bidding process occurred, and the Council interviewed the prospective service providers. The scope of work was limited to observe and report, did not include parking or municipal code administrative citation enforcement. It did not specify a geographic boundary, and therefore, the expectation was for patrol services to cover the whole city. It expires June 30, 2022.

During the term of the contract, the current service provider requested several contract amendments. One would provide additional reimbursement for adding the new developments to

the patrol service area. A second request suggested adding a second security officer for an estimated cost of \$45,000 per year. Monthly reporting became an issue, and the City and contractor agreed to those provisions within the agreement, submitting monthly reports by the 10th of each month. As the price of fuel escalated quickly, the City Manager recently agreed to increase the contract by 10% to help cover these unanticipated costs. The cost of private security is estimated to be \$120,000 in FY 21/22.

The City only has parking and administrative citation enforcement enforced by part-time code enforcement, when not dedicated to other matters. Citations have increased from 5 in 2019 to 65 in 2021. They are processed by a company called "Data Ticket." If Data Ticket cannot collect through letters, it attaches payment to the vehicle registration renewal. In December, the City added a component to this contract to assure the collection of administrative citations as well. This was a major issue after issuing fines during the 4th of July, with no tools to collect them.

DISCUSSION:

In July, the City Council appointed the "Public Safety Ad-Hoc Committee," consisting of the Council's Public Safety Subcommittee Members Council Member Freels and Mayor Jordon, Planning Commission Chair Delgado, Historic Resources Board Chair Medeiros, and "at-large community member" Rachel Ponce. In August this committee began meeting once per month first evaluating each of the many public safety contracts. In November the Committee recommended to the City Council that the City request by Resolution that the Sheriff change its methodology from a random patrol and response to service calls, to appointing a dedicated Deputy. This Deputy would serve in the City 40-hours per week, and be the same person every week as long as possible. The new Deputy would start in March 2022.

As the end of the current contract approached, the need for a new amended scope of work appeared to be necessary. A scope that would consider the additional dedicated Sheriff Deputy, the expansion of the geographic boundary, and adding back parking and administrative citations. Perhaps the private security methodology can be less intense with the support of the dedicated deputy, as they both work similar hours. The question of needing two private security officers can be exhausted through the development of a new scope of work. The scope needs to add-back parking enforcement, and the associated adjudication prices into the private security contract if it wants to have a downtown parking district. Lastly, the City needs help writing administrative citations including fines for fireworks, loud parties, and COVID health and safety violations.

The City wrote a new scope of work and issued a Request for Proposals (RFP) April 6th. The details of which are provided for in the attached proposed Resolution and award of contract. The current contractor decided not to apply. Three responsive proposals were received. The proposals were reviewed by professionals. Interviewed by the City Manager, who then checked their references. After this thorough review, interviews were held Friday May 20th, with the Council's Public Safety Subcommittee, and they recommend awarding the contract to

This firm is a medium size firm that can conform to the City's needs, as wells as add additional staff for special enforcement tasks. Reporting technology is live, on camera on-line for the Sheriff to access, and for the dedicated Deputy to use for follow-up investigations. They use License Plate Reading cameras for citation writing, and deal with inebriated citizens day-in and day-out. This company helped design the security system used at Northridge Mall in Salinas, and help design and implement the City's proposed security camera system. Their reference from the Relay for Life really speaks to their community commitment. It is with confidence that the staff and Subcommittee recommend _____ for City of San Juan Bautista.

FISCAL IMPACT:

The City's draft budget for security services is sufficient to pay for the cost proposed by the new contractor.

ATTACHMENTS:

Proposed Resolution with attachment as follows:

- Request for Proposals
- Prospective bidder's list
- Questions and Replies during bidding
- Recommended Proposal

RESOLUTION NO. 2022- XXX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA AWARDING THE CONTRACT FOR PRIVATE SECURITY SERVICES TO _____

WHEREAS, The City has relied upon various contracts for its public safety program for the past decade, including law enforcement with the San Benito County Sheriff and fire protection with the Hollister Fire Department; and

WHEREAS, on July 18, 2016, the City entered into a contract for private security to observe and report illegal or suspicious activities that occur in the City between the hours of 2200-0700, enforce parking violations and other code violations; and

WHEREAS, on July 19, 2019, after a publicly bid process, a three-year contract expiring June 30, 2022, was awarded to the current private security provider to “observe and report” issues of suspicious or illegal activity in the City between the hours of 2200 and 0700; and

WHEREAS, the City’s methodology for delivering law enforcement services in the City has changed since the private security contract was awarded in 2019; and

WHEREAS, these changes include the shift from random Sheriff protection to a dedicated Deputy, and the need for increased parking and municipal administrative code enforcement; and

WHEREAS, the current private security contract does not include enforcement of parking or other municipal administrative code violations, or consider adjusting private security staffing in light of having a dedicated Sheriff Deputy, and with the current contract set to expire in June, these changes need to be included in a new and updated scope of work; and

WHEREAS; on April 6, 2022, the City released the attached Request for Proposals (“RFP”) a random list of local private security service providers (also attached) including the firm currently under contract with a due date of April 27, 2022; and

WHEREAS, the RFP invited prospective bidders to submit question regarding the scope of work and City expectations by April 20, 2022, and two firms replied with questions, and the second attachment is the City’s April 21, 2022 reply sent to all prospective bidders; and

WHEREAS, three proposals were received by the City from three responsible bidders, but not from the current firm under contract; and

WHEREAS, On May 6, 2022, the current provider placed the City on notice that it was terminating its contract in 30-days effective June 6, 2022; and

WHEREAS, the City asked the current Code Enforcement Officer, a local retired police commander and the Sheriff to review the proposals and help determine the strengths and weaknesses of each proposal, and during this process, the sheriff declined to comment, one prospective bidder was eliminated, and two were selected for interviews; and

WHEREAS, the City Manager conducted two interviews one-hour in length Tuesday May 17, 2022, and summarized the results of this process for the City Council Public Safety Sub-Committee consisting of Mayor Jordon and Councilmember Freels, and scheduled two additional 30-minute interviews with the Subcommittee Friday May 20th; and

WHEREAS, after speaking with each of the two security companies, the City Council Public Safety Sub Committee has concluded that _____ is the best fit for San Juan Bautista, has the best methodology, the best use of technology and the best trained staff to become the City's next private security service provider (their proposal to the City is attached), and recommends that the City award the contract to this firm.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA NOW HEREBY FINDS:

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. That the City Council has received the Public Safety Sub Committee's recommendation and agrees with its findings to award a contract to _____.
3. That the City Council authorize the City Manager to negotiate a Professional Services Agreement using the City's template, with _____ and execute this contract effective June 1, 2022.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a regular meeting held on the 24th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTEST:

Don Reynolds, Acting Deputy City Clerk

Attachments:

List of prospective vendors
Request for Proposals
Questions and City Replies during bid process
Recommended firm and their proposal



**REQUEST FOR PROPOSAL
FOR
SECURITY GUARD SERVICES**

Proposal Release Date	04/06/2022
Last Date/Time for Questions	04/20/2022 2:00 pm PST
Proposals Due at City	04/27/2022 2:00 pm PST

Submit Proposals to:
Don Reynolds, City Manager
citymanager@san-juan-bautista.ca.us

Division Private Security
742 Middlefield Rd
Salinas, CA 93906

Eagle Star Security
743 Sanborn Pl
Salinas, CA 93901

Level 1 Private Security
2620 El Camino Real North,
Prunedale, CA 93907

Securitas Security Services USA
1611 Bunker Hill Way #210
Salinas, CA 93906

Kysmet Security & Patrol
21 W. Laurel Drive, Suite 49
Salinas, CA 93906

McHenry Protective & Investigative Service
llc
32 E Alisal St
Salinas, CA 93901

Achates Security Agency
75 San Miguel Av, Ste 5
Salinas, Ca 93901

Silver Point Protection Inc.
32 E Alisal St #209
Salinas, CA 93901

Peninsula Security
3155 Crescent Ave
Marina, CA 93933

ASSET Private Security Inc.
36 Quail Run Circle Suite #100-0
Salinas, CA 93907

VP Security Services Inc.
888 N 1st St Suite #222
San Jose, CA 95112

Interpol Private Security
338 3rd St
Hollister, CA 95023

Warden Security Associates
353 E 10th St
Gilroy, CA 95020

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BACKGROUND

The City of San Juan Bautista is a municipality in San Benito County that is home to approximately 2,000 residents, an iconic Mission, and a historic State Park. The City is largely an agricultural community. Currently, the largest producer of organic salads in the United States is based just outside of the City of San Juan Bautista.

San Juan Bautista is also a popular tourist destination, rich in historic and cultural sites. One local attraction, the Fremont Peak Observatory situated atop Fremont Peak in the Gabilan Range, is a non-profit astronomical institution serving the local community.

The City is run by a City Manager/City Council form of government. The City Manager oversees daily operations, while the 5-member Council is elected at-large to represent Citywide interests.

San Juan Bautista's proximity to Santa Clara's Silicon Valley makes the City a vital neighbor to the nation's technology industry.

SAN JUAN BAUTISTA NOTICE TO PROPOSERS

Notice is hereby given that the City of San Juan Bautista (City) will receive proposals for **SECURITY GUARD SERVICES** at:

City of San Juan Bautista
ATTN: Don Reynolds, City Manager
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045

until **04/27/2022 at 2:00 PM, PST**. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Request for Proposal (RFP) Purpose

The goal of the City is to retain a Professional Consultant familiar with "Best Practice" management techniques in their particular line of work. The City is requesting proposals from consultants specializing in the required services outlined in the Scope of Services section of this Request for Proposal.

Terminology

For purposes of this Request for Proposal, "Consultant" may also be referred to as Company, Contractor, Firm, Respondent, Proposer, Supplier or Vendor.

Description of Work

The proposed work is officially known as the Specifications, as further described in the **SCOPE OF SERVICES** section of this RFP.

Availability and Clarification of Documents

This RFP and any addendums will be posted on the City website at:
<https://www.san-juan-bautista.ca.us>

Question Submittal

Any questions related to this RFP should be submitted in writing to Don Reynolds, City Manager, at citymanager@san-juan-bautista.ca.us. Questions received by the City, including responses, will be consolidated and posted on the City website. The deadline for submitting questions is **2:00 pm PST 04/18/2022**. Material changes, if any, to the proposal requirements will be addressed by written addendum.

Respondents will provide written acknowledgment of each addendum issued with their proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm PST on 04/20/2022. It is the sole responsibility of the respondent to check the City website to determine if an addendum has been posted.

Estimated Timeline

RFP Release Date	04/06/2022
Questions Due	04/18/2022, 2:00 PM PST
Clarifications/Addenda Issued	04/20/2022
RFP Response Submittal	04/27/2022, 2:00 PM PST
Evaluation Complete	05/10/2022
Contract Award	05/17/2022

Note: Timeline is an estimate only. The City reserves the right to alter dates or cancel this RFP in part or its entirety.

PROPOSAL PREPARATION

Your proposal should highlight the experience, qualifications and competency of your firm, and of the particular staff to be assigned to this project. It should also specify an approach that will meet the Request for Proposal (RFP) requirements.

The proposal should include:

- Title Page showing the Request for Proposal subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
- Signed Transmittal Letter briefly stating the firm's understanding of the work to be done; the commitment to perform the work within an acceptable time period; and the name of the person authorized to represent the firm, title, address, and telephone number.
- Cost information should be transmitted separately as indicated in the **Cost Proposal** instructions.
- Your proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this Request for Proposal. While additional information may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. Authorized to Practice in California

An affirmative statement must be included verifying the firm and all assigned key professional staff are properly licensed and/or authorized to practice in California.

2. Independence

The firm must provide an affirmative statement that it is independent of the City of San Juan Bautista and no member of the proposed project team, or family member, is an employee of the City.

3. Firm Qualifications and Experience

The firm must have extensive experience in the Scope of Services described herein. The proposal should include the size of the firm and the location of the office from which the work on this engagement is to be performed. Indicate the number and nature of the professional staff to be employed in this engagement on a full-time basis; and, the number and nature of the staff to be employed on a part-time basis. Staff consistency is an important consideration.

4. Partner, Supervisory and Staff Qualifications & Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes indicating specialized training, professional certifications and licenses.

Provide information on the government experience of each person, including information on relevant professional education and membership in professional organizations relevant to the performance of this engagement. Indicate how the consistent assignment of staff over the term of the agreement will be assured.

5. Similar Engagements with Other Government Entities

For the firm's staff that will be assigned responsibility for this project, list three to five completed engagements similar to the work described in this Request for Proposal. California State Public Agency experience is desirable. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

The City reserves the right to contact any or all of the listed references regarding services performed by your firm.

6. Litigation and Claims

Respondent shall disclose any lawsuit, litigation or arbitration resulting from:

- (a) Any government engagement where litigation is still pending or has occurred within the last five years; or,
- (b) Any type of project where claims or settlements were paid by your firm or its insurers within the last five years.

Describe circumstances and outcome for any incident disclosed.

7. Specific Project Approach

The proposal should set forth a work plan, including an explanation of the project methodology to be followed, to perform the services required in this Request for Proposal.

Your proposal should include the following information about your firm's approach:

- Proposed work plan, staffing, and staff hours assigned to each phase of this engagement;
- How staff coverage will be managed to provide uninterrupted year-round (365 days/year) service;
- Proposed vehicles and communication equipment to be used;
- Explain status report capabilities and include sample report(s);
- Highlight safety practices and training;
- Approach to be taken to understand, review and make recommendations regarding City business practices and to improve current operations;
- Description of any anticipated problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

Pre-Award Expenses

Pre-award expenses are defined as costs incurred by the respondent in:

1. Preparing its proposal in response to this RFP;
2. Submitting its proposal to the City;
3. Negotiating with the City on any matter related to the proposal; or,
4. Any other expenses incurred by the respondent prior to date of award.

There is no expressed nor implied obligation for the City to reimburse pre-award expenses incurred in the preparation of a proposal. Furthermore, proposals received shall become the property of the City and will not be returned.

Cost Proposal

The Cost Proposal should contain all detailed pricing relative to performing the Scope of Services as described in this Request for Proposal. Itemize regular hourly rates and overtime hourly rates. The Cost Proposal shall be submitted in a separate, sealed envelope; or, as a separate file if submitted via email.

If a total all-inclusive maximum price is proposed, it shall contain all direct and indirect costs, including out-of-pocket expenses. The Cost Proposal should reference a schedule of professional and administrative fees and expenses that support the total all-inclusive maximum price. This fee schedule may also be used for costing out any additional work that may be required.

Billing shall be made on a monthly basis. Interim billings shall cover a period of not less than a calendar month.

Note: Any supplemental fuel charges; energy surcharges; required licenses, training, travel, insurance and bond costs; pandemic-related and Personal Protective Equipment (PPE) expenses will not be allowed.

PROPOSAL SUBMITTAL

One signed original and one (1) copy the proposal must be submitted to the City of San Juan Bautista, 311 Second Street, San Juan Bautista, CA 95202 no later than **04/27/2022 at 2:00 PM, PST**. Proposal shall be submitted in a sealed envelope clearly marked with proposal name and number. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Late Proposals

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each prospective respondent assumes responsibility for timely submission of their proposal.

Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by a written request signed by the respondent and received by the City prior to the final time and date for the receipt of proposals. Once the deadline is past, respondents will be obligated to fulfill the terms of their proposal.

Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the respondent as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

Proposal Acceptance and Rejection

The City reserves the right to accept any proposal, reject any and all proposals, make a partial award, make multiple awards, call for new proposals, or dispense with the proposal process in its entirety. The City may waive any minor deficiencies or technicalities in proposals received.

SCOPE OF SERVICES

The City of San Juan Bautista (SJB) intends to hire a licensed Private Patrol Operator to provide Security Guard Services at City-Wide facilities, businesses, residential areas, and events in accordance with the attached specifications. The City does not have a Police Department, but instead contracts for law enforcement with the San Benito County Sheriff. Accordingly, the Sheriff's Department responds to calls for 911 services.

The Security Guard firm will supplement law enforcement operations in an "Observe and Report" capacity. Guards will patrol in uniform and clearly marked vehicles but will otherwise be unarmed. Assignments will be coordinated through the City's Code Enforcement Department with input from the Sheriff's Office.

The initial term of this agreement will be for thirteen (13) months commencing **June 1, 2022 through June 30, 2023**, with four (4), one (1) year renewal options, starting July 1st of each subsequent year. The initial month (June 1st – 30th, 2022) of this agreement will overlap with the City's current service provider to provide for an uninterrupted and smooth transition.

Specific requirements to be maintained throughout the agreement include:

1. The Private Patrol Operator (PPO) shall maintain a current and valid license with the California State Bureau of Security and Investigative Services (BSIS).
2. Each Security Guard assigned to SJB shall hold a current and valid security guard license as required by the BSIS.
3. Valid PPO and Security Guard licenses shall be maintained throughout the term of this agreement, including optional renewal periods, at vendor's sole expense. SJB reserves the right to spot-check license validity at SJB's sole discretion. Failure to maintain valid licenses may be grounds for immediate termination.
4. The vendor shall provide, at its sole expense, seasonally appropriate uniforms for its personnel. Employees shall always be in full uniform while on duty. Vendor's name must be clearly identified on the outer jacket or shirt. Employee's name should be displayed on a name tag or patch.
5. The vendor shall ensure that its personnel do not represent themselves as SJB employees. Furthermore, no employee shall use a title, wear a uniform, use an insignia, use an identification card, or make any statement with the intent to give the impression that he or she is connected in any way with the federal government, state government, or any political subdivision of the state.
6. Vendor must practice a "drug-free" workplace with a "Zero Tolerance" policy for the staff working in the City. Assigned staff shall not use tobacco products, vape or smoke while on duty.
7. Vehicles shall be clean and clearly marked with company name and/or logo. Vehicles shall be kept mechanically reliable and free of conspicuous body damage. Vendor is responsible for all costs associated with vehicle upkeep, fuel, maintenance, and insurance.
8. All Security Guards on mobile duty must hold a valid California driver's license.
9. Staff shall work cooperatively with the City's current service provider to ensure as seamless transition as possible.
10. Staff assigned to work in the City shall pass an applicable and appropriate background check (Live Scan) and will be trained and certified to perform private security services, as well as standard operating procedures unique to SJB.
11. This is an "Observe and Report" security patrol service working in conjunction with City staff and City service providers including the City's contract fire, emergency medical response, and the San Benito County Sheriff.
12. Security Guards are not permitted to use or carry firearms, blades of any kind, batons, tasers, pepper spray, or other weapons.

13. Staff shall be trained to write Parking and Administrative citations, review and defend appeals of their citations, and attend administrative official hearings as may be necessary.
14. Staff will have a clear line of communication and work in tandem with SJB staff and the San Benito County Sheriff's Department to provide a safe and peaceful environment within City limits.
15. Uniformed officers are to conduct highly visible vehicle and foot patrols within City limits year-round, 365 days/year. (See Exhibit A – City Map):
 - Sunday – Wednesday, Eight-Hours/Day (10:00 P.M. – 6:00 A.M.)**
 - Thursday – Saturday, Twelve-Hours/Day (6:00 P.M. – 6:00 A.M.)**
 - No fewer than four mobile patrols of all City streets (residential and commercial areas) will be conducted each night.
 - Uniformed security officers will conduct a foot patrol of the downtown area at least twice per night to discourage vandalism and ensure all businesses are properly secure.
 - Special assignments will be required on a time and material basis in accordance with hourly rates delineated in the Cost Proposal. All special assignments require prior City approval.
16. Staff will have an action plan prepared to work in tandem with the City's staff in the event of an emergency which includes, but is not limited to, criminal activity, medical issues on public property, and natural disasters. There will be staff available in an on-call status for such emergency events.
17. The vendor shall provide, at no additional cost to SJB, field supervision, which shall include unannounced and random inspections by a company supervisor. The supervisor shall meet with officers and SJB personnel as may be required.
18. It is critical that all staff have the ability to positively interact with the general public. In addition, as the successful detection and de-escalation of potential threats is often a result of experience, SJB prefers a vendor capable of providing experienced security personnel, particularly those which past experience in public sector work.
19. It is desirable that security personnel have the skills and capabilities to identify and mitigate risks and offer cost-effective and innovative ways to minimize or eliminate such risks.
20. Weekly status reports shall be provided within three (3) calendar days at the end of each week of service. An annual summary, sorted by month, shall be provided within ten (10) calendar days at the end of each year of service. An electronic report format is desired.
21. All Security Guards must have a competent command of the English language and be efficient in communicating with the public. Additionally, the diversity of San Juan Bautista makes security personnel fluent in Spanish, as well as in English, highly desirable.

22. If an extraordinary event occurs that involves the risk of loss of life or damage to public or private property, or is brought to the attention of the news media while staff is providing security services, the City Manager, or designee, shall be notified immediately by cell phone call or text as soon as possible, and not more than 12-hours after the event. Extraordinary events may require additional reporting details as needed for the City's investigation and defense of actions. If a conflict arises, special reports concerning these types of events can and will be requested by the City.

SELECTION PROCESS

Proposals will be evaluated based upon, but not limited to, the following criteria (not listed in order of importance):

1. Project methodology and approach
2. Firm's standing and capability to provide the required services
3. Qualifications and experience of firm and the personnel named in the proposal
4. Technical expertise and resources
5. Past performance on governmental engagements, based on client references and other verifiable information
6. Total overall cost

Proposals will be reviewed and evaluated by the City. Oral interviews of the most responsive firms may be scheduled shortly after the deadline submission date and may be conducted remotely or by phone at the option of the City.

The City reserves the right to award a contract based on proposal submittal only, without benefit of an oral interview.

EVALUATION CRITERIA

The following weighting and points will be assigned to this Request for Proposal for evaluation purposes:

CRITERIA	MAX POINTS
Project Understanding	10
Work Plan and Approach	25
Qualifications of Personnel	15
Experience and Resources	15
Past Performance/References	10
Project Cost	25
Total	100

CONTRACT TERM

This agreement shall commence upon execution by both parties and shall continue for a period of one year, with four (4), one-year option renewal periods. The prices quoted shall be fixed during the initial one-year period of the contract and price increases may be allowed thereafter as authorized by the City. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered
- 2) Governmental or regulatory agency increases to the trade
- 3) Consumer Price Index, All Urban Consumers (CPI-U) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency; and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The City shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

KEY PERSONNEL

The City reserves the right to approve the contact person and the person or persons actually performing the services on behalf of respondent. If the City, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing services, then the City may require the respondent to assign a different person or persons to be designated as the contact person or to perform required services.

The City reserves the right to terminate, without penalty, any contract awarded under this Request for Proposal when key personnel identified are not available. Substitution may only occur with advance explicit approval of the City. Substitute personnel must have equal or greater education and experience.

It is further understood that respondent, and its employees, in performing the required services of this RFP, operate as an independent contractor and not as an employee or agent of the City.

Note: Subcontracting of any Professional Services required under this RFP is prohibited.

FAITHFUL PERFORMANCE BOND

Successful respondent may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price.

INSURANCE

Respondent shall provide proof of Commercial Liability and Property Damage Insurance, including Assault and Battery coverage, prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$3,000,000 combined single limit (CSL). The City shall be named as an additional insured and thirty (30) days' notice of cancellation shall be indicated.

Automobile Liability coverage in an amount not less than \$2,000,000 per accident for bodily injury and property damage is required.

Worker's Compensation coverage in an amount not less than \$1,000,000 per claim for each employee engaged in work on City premises is required.

Respondent is solely responsible for all insurance premium payments.

BOND/INSURANCE SUBMITTAL

Within ten (10) consecutive calendar days after the notice of award is issued, the respondent to whom a contract is awarded shall deliver to the City bonds and insurance in the form and amounts authorized by the City as outlined in the RFP documents.

INDEMNIFICATION

Respondent shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or respondent's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

TERMINATION

The City may terminate this agreement and be relieved of any consideration to the respondent should respondent fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the respondent. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

PROTESTS

Protests by unsuccessful respondents to the selection for award shall be submitted in writing to the City Manager no later than five (5) business days after award recommendation. Failure to submit a timely written protest to the City Manager shall bar consideration of any such protest.

- a) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- b) A written protest may not challenge the relative weight of the evaluation criteria or formula for assigning points.
- c) Only a respondent whose proposal is timely received and fully complies with all terms and conditions of the Request for Proposal may protest an award.
- d) Any and all costs incurred by a protesting party in connection with the protest of a solicitation shall be the sole responsibility of the protesting party.

The City Manager shall evaluate the protest and issue a written decision within five (5) business days after receipt of the protest. The protester shall be notified if additional time is needed to adequately investigate the claim. During the evaluation process, the City may, at its sole discretion, suspend further action on the solicitation, or proceed with an award.

The decision of the City Manager for contract awards valued at \$50,000 or less shall be final. For awards exceeding \$50,000, an unsuccessful respondent shall have the right to appear before the City Council to protest any award requiring Council approval.

NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any and/or all proposals received in response to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this proposal.

The City further reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the City.

OWNERSHIP OF WORK PRODUCT

All reports, studies, information, data, forms, designs, plans, procedures, systems and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced, in whole or in part, shall be subject to private use, copyrights, or patent rights by respondent without the express written consent of the City.

NON-ENDORSEMENT

As a result of the selection of a respondent to provide services; the City is neither endorsing nor suggesting that the respondent's services are the best or only solution. Respondent agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of City.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Venue shall be the County of Monterey.

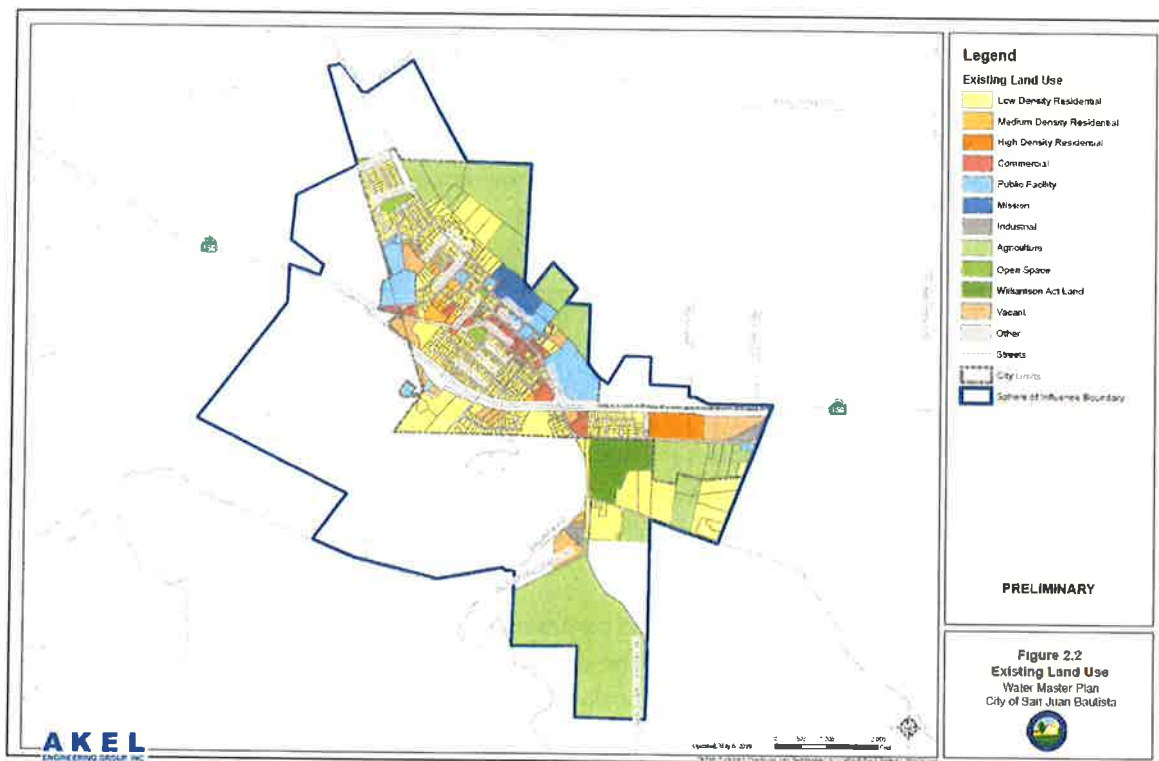
COMMENTS/EXCEPTIONS

Respondents are responsible to become familiar with all instructions, terms, conditions, and contract documents governing this Request for Proposal, including the City's standard **Professional Services Agreement**, a copy of which is available upon request. Submission of a proposal will be considered specific evidence of having performed the above.

Successful respondent shall be required to sign the City's standard Professional Services Agreement prior to commencement of work. Please note any comments or exceptions with your submittal. Once the award has been made, failure to have read all the terms, conditions, and specifications of this RFP shall not be cause to alter the original proposal nor to request additional compensation.

Note: Excessive and/or material exceptions to the RFP may be cause for rejection of your proposal.

EXHIBIT A
CITY MAP



REQUEST FOR PROPOSAL FOR SECURITY GUARD SERVICES

RESPONSES TO QUESTION SUBMITTED

LAST DAY TO SUBMIT QUESTIONS WAS APRIL 20, 2022

Sent to all probable vendors April 21, 2022

1. Q. Which of the established tests of the independent contractor relationship governs this engagement?

A. The Borello test.

AB-5 and its A-B-C test would not be determinative in context of the independent contractor relation between the City and the Contractor. The exemption from AB-5 afforded to a business-to-business relationship under Labor Code §2776 between the City as a public agency and a business entity contracted to provide private security services provides for application of the Borello test.

The principal focus of the Borello ten-part multifactor test, like the A-B-C three-part test, is on the City's control of the work and of the Contractor and the Contractor's employees in performing that work. The primary factor in both the Borello and the A-B-C tests is that the City cannot have control of the means and manner by which the Contractor, through its employees, accomplishes the work. The Borello test is similar to the A-B-C in this respect but once that principal factor is met the Borello test provides that failure to meet every one of its nine other factors is not necessarily determinative of the independent contractor relation. In contrast, the failure to meet any part of the A-B-C test is fatal to an independent contractor relationship. Borello provides a bit more flexibility in making a determination as to the independent contractor relationship.

That said, the Contractor must be, under the terms of the contract and in fact, free from the control and direction of the City in connection with performance of the private security services. The City may define the scope of the services to be provided and may periodically assess how the Contractor is performing those services but it cannot control the day-to-day/hour-by-hour activities of the Contractor.

Hence, the responses to the other questions below will be provided in accordance with Borello test.

2. Q. May the City retain the ability to approve the contact person and those persons performing services for the Contractor?

A. Yes and No.

City may retain the right of approval of a contact person but may not have the ability to approve or discharge the Contractor's employees. Serving as a liaison to the City does not affect the means or

manner by which the Contractor provides its security-related services and provides a venue for the City to receive information to assess how the Contractor is providing those services. In contrast, the Contractor's employees are the very means and manner by which security services are provided.

3. Q. May the City unilaterally terminate the contract without cause upon 30 days' prior notice?

A. Yes.

This is a contractual right not impacted by the independent contractual nature of the engagement.

4. Q. May the City determine specific hours and means (foot/vehicle patrolling) for the Contractor to conduct its activities?

A. No.

This would be impermissible control over the means and manner in which the Contractor provides its services to the City.

5. Q. May the City include issuing parking citations and attending administrative hearings regarding citations issued as services to be provided?

A. Possibly.

Provided the services and the delegation of authority to the Contractor were confined to parking violations arising under the Municipal Code and were, by implication, required to enable the City to carry out a necessary function.

6. Q. May the City conduct a spot-check of the validity of licenses held by Contractor's employees?

A. Yes.

Provided the results do not affect the means or manner in which the Contractor provides security services, e.g., not focusing upon any particular employee. Such spot-checks would need to be in the nature of a periodic assessment of whether the Contractor was in compliance with the terms of the contract.

7. Q. May the City require immediate termination of an employee of Contractor for failure to maintain a valid license?

A. No.

Failure to maintain licenses for personnel assigned to provide services would be an issue affecting termination of the contract not of the individual by his or her employer.

8. Q. May the City forbid the Contractor's personnel from using tobacco products while on duty?

A. Yes.

Use of tobacco products while on duty is not reasonably related to the performance of private security services. The City cannot regulate the Contractor's employees' use of tobacco when they are off duty.

9. Q. May the City provide a parking space for Contractor's vehicle when it is not being used for security patrols and office space for Contractor's use.

A. Yes.

Providing a parking space and office space for Contractor's use is not integral to nor does it impermissibly infringe on the means and methods by which the Contractor provides security services.

10. Q. May City require additional background checks?

A. Yes.

Provided that in so requiring under the scope of services the City does not in fact attempt to control the Contractor's hiring or retention of its employees.

11. Q. Must City permit Contractor's employees to carry defensive gear?

A. No.

The City can determine the scope of services to provide for unarmed services only. The Contractor is not free to unilaterally amend the terms of the engagement of its services.

12. Q. May the City require Contractor to provide field supervision?

A. No,

That would be control of the means and methods by which the Contractor performs its services.

13. Q. May the City require that no family member of the Contractor's "project team" (understood to mean Contractor's employees assigned to provide services) can be a City employee?

A. No.

The City cannot eliminate someone from consideration for City employment simply because a family member is employed by a third party who happens to contract with the City. For any City employee

who may find him or herself in a decision-making position and is related to a person employed by the Contractor, the restrictions under Government Code 1090 on participating in making a contract in which a public decision-maker has a financial interest might apply and require that decision-maker not to participate in the making of the contract.

ALL BIDS MUST BE SUBMITTED APRIL 27, 2022, NO LATER THAN 2:00 PM

Don Reynolds

City Manager

City of San Juan Bautista

311 Second Street

(831) 623-4661 Ext 20

SIDEWALK INSPECTION PROGRAM

INTRODUCTION

Sidewalks are vital components in a city's infrastructure. They serve as pedestrian highways and are utilized for trips to schools, stores, bus stops, parks, and even for leisurely walks. Walking reduces congestion and pollution, promotes friendlier neighborhoods and a healthy lifestyle. An effective sidewalk program will provide a safer more attractive environment for your community.

I. PURPOSE

The purpose of inspecting the city's sidewalks is to report and schedule repairs for all hazardous conditions in order to minimize the possibility of injury to residents and visitors of the City. This manual provides standard instructions for conducting sidewalk inspections and management of the records. Sidewalk inspections, in accordance with this program, should be done approximately every twelve months.

II. BACKGROUND

- A. A successful Sidewalk Maintenance Program is just as important as a Street Maintenance Program. In order to limit the harm to pedestrians and the liability to the city, we must implement an effective program for our sidewalks.
- B. The Sidewalk Maintenance Program is intended to prevent trip and fall incidents due to the deterioration of aging sidewalks, expansion of roots, and ground settlements. Historically the courts have ruled that cities have a duty to the public to maintain the sidewalks and eliminate any hazardous conditions.
- C. An average vertical displacement between sidewalk abutments that is used to evaluate a "trivial defect" is 3/4 inch. Vertical displacements less than 3/4 inch should not be excused for non-hazardous situations. All hazards must be evaluated whether the hazards are critical or not. For example, a half-inch displacement could be hazardous in an area near a retirement home.
- D. One of the difficulties a city has is to evaluate and prioritize sidewalk repairs. The location of the hazard is important. It is of great benefit to eliminate hazards on high volume sidewalks. This may lead to a decision to eliminate a "trivial defect" on a heavily used sidewalk in addition to more substantial defects. However, due to limits in the City's annual maintenance budget, "trivial defects" should be noted and monitored prior to initiation of permanent repairs.

- E. A city has to have an effective process in which the city eliminates hazards. This process reduces the liability of the city. When a repair needs to be made, consideration regarding cost, time, severity, and location history need to be taken into account.

SIDEWALK HAZARDS

All inspections shall document the following situations:

1. Vertical displacements that exceed $\frac{3}{4}$ inch should be documented and scheduled for repair. Any displacement less than $\frac{3}{4}$ inch should be noted and evaluated for possible hazards.
2. For each location where a sidewalk deficiency is noted, provide a rating on the deviation from 1 to 4. The rating is as follows:
 - 1 = displacement is less than $\frac{3}{4}$ inch
 - 2 = displacement is between $\frac{3}{4}$ inch and $1 \frac{1}{4}$ inches
 - 3 = displacement is more than $1 \frac{1}{4}$ inches
 - 4 = deficiency is in the vicinity of a sensitive location (i.e. adjacent to a school, senior housing, high pedestrian area, etc). The deficiency rating of 4 could be given no matter the amount of displacement. It places priority onto the location needing repair due to the pedestrian activity at the site. A deficiency rating of 2, 3 or 4 will require the city to barricade the area to warn of a potential hazard until repairs can be made.
3. Sidewalks with slopes that exceed a 5 : 1 ratio should be documented and scheduled for repair.
4. Cracks that have a gap of half an inch should be filled.
5. Holes that are half an inch or greater in depth and in diameter should be filled.
6. Check for any damage around traffic signals, utility poles, ground utility boxes, street lights and regulatory sign posts.
7. Any sidewalk damage around a construction site with heavy equipment should be noted; the construction company can be held responsible.
8. Brick or concrete walkways and tree wells installed by property owners should be level to the sidewalk. The owner should be notified and given a time frame to make appropriate repairs.
9. Any hazards or sidewalk damage that may not meet requirements for repair should be noted for future inspections.

10. Take photographs of defective area and maintain in the appropriate agency department to record actions taken to warn of potential hazards and guard against public contact to aid the defense of allegations of negligence and inaction.

NOTIFICATION FROM PROPERTY OWNERS

The Streets and Highway Code 5610 et seq. require owners of lots or portions of lots fronting on any portion of a public street shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and will not interfere with the public's use of those areas.

Some sidewalks in the city may be damaged or deteriorated and should be repaired for the safety of pedestrians. If property owners feel their existing sidewalks are in poor condition, they may notify the city's Traffic Engineering Division and staff will investigate the location. The city engineer will determine the sidewalk's condition and if repair is required. If the defect is trivial ($\frac{3}{4}$ inch or less), City crews will mark the portions of the sidewalk which require repair in white or green paint. Damages marked in white paint are the responsibility of the property owner and the green paint signifies the areas to be corrected by the City at no cost to the property owner. If the displacement is greater than $\frac{3}{4}$ inch, the city will schedule repair and barricade the area to warn of a potential hazard until repairs can be made.

An abatement notice is mailed to the property owner informing them of their responsibility. The property owners may perform the required repairs themselves or hire the services of a licensed contractor. In either case, the property owner is required to obtain a concrete permit from the Engineering Division of the Public Works Department

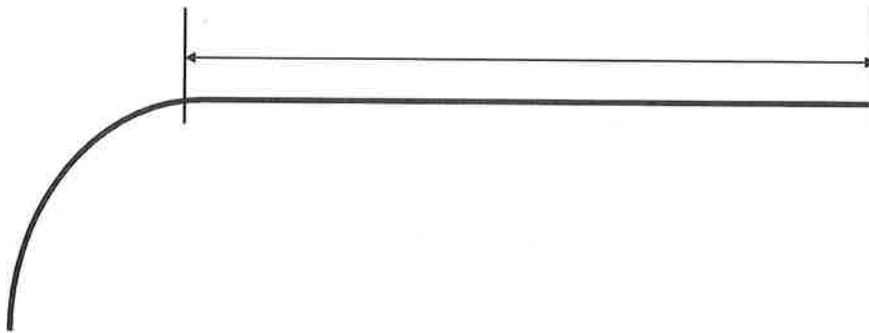
III. REPAIR SOLUTIONS

- A. Grind down displacement if less than $\frac{3}{4}$ " or apply appropriate materials to minimize displacement (Exhibit 1, figure 1).
- B. When the sidewalk is buckled and the ratio is greater than 5:1, use appropriate materials to repair sidewalk with a ratio of 6 : 1 (Exhibit 1, figure 2).
- C. Cracks and holes should be filled with appropriate materials (Exhibit 1, figure 3).
- D. If the buckled sidewalk has numerous large cracks, remove and replace concrete.
- E. If the sidewalk is buckled due to tree roots, remove the root and replace the sidewalk.

- F. If the sidewalk is displaced by tree roots, repair with appropriate materials and slope with 6 : 1 ratio (Exhibit 1, figure 4).
- G. Worn out asphalt concrete patches should be re-patched or evaluated for removal and replacement (Exhibit 1, figure 5).
- H. Repaired patches that continue to have cracks and displacements may have to be removed and replaced (Exhibit 1, figure 5).

V. DATA COLLECTION

- A. Field notes should be dated and titled with the name of the person inspecting the sidewalk (Exhibits 2 & 3).
- B. Streets should be assigned the proper identification number. The street identification numbers can be obtained from _____ (insert name of document), which is in numeric order and in alphabetical order.
- C. Description of the damage should be noted with a possible suggestion of how to repair the damage.
- D. Any minimal damage that may be a future hazard should be noted in the report for future observations.
- E. An address can be used to identify a location of a sidewalk hazard. If an address is not found, measure the distance from the end of curb return (ECR) to the location of sidewalk hazard.



- F. Work one side of the street and then complete the opposite side. Since sidewalks are located on both sides of the street, specify which side of the street the hazard is located.
- G. To keep track of the streets that have been inspected, use a city map and color or highlight the street segments that have been completed at the end of the day.

- H. Every street should have an inspection date. If the street segment does not have any hazardous conditions, note the date of the inspection and write "No hazards found on sidewalks."
- I. In some cases locations (especially on commercial streets), the boundary of the public right-of-way is not obvious. Before starting inspections on a commercial sidewalk, verify which portion of the sidewalk is under jurisdiction of the City. The inspection personnel must review street and utility maps on file in the Engineering Division. If still unsure ask the Public Works Inspector or the City Engineer before starting fieldwork

VI. DATA ENTRY

- A. The collected data is always stored in a database under filename "Sidewalk Inspections".
- B. The table used always includes sections for:
 - 1. Street Name
 - 2. Street Side
 - 3. Submittal Date of repair Service Request
 - 4. Identification number
 - 5. Date of data collection
 - 6. Reported repairs
 - 7. Date of repairs made
 - 8. Description of repairs made. (Exhibit 4)

VII. INSPECTION

- A. The total inspection should be completed within _____ (enter amount) working hours. This includes typing the reports.
- B. Inspect small areas and turn in the Progress Inspection Reports frequently in order to initiate immediate work on the repair areas as they are identified.
- C. The final typed Progress Inspection Report should have a date of submittal and date of inspection (Exhibit 3). A copy should be submitted to the City Engineer and the Public Works Inspector (1 copy per person). It is of great importance to keep accurate records of these dates. The Public Works Inspector will check the report and prepare a Service Request for the Street Maintenance Foreman. When the Progress Inspection Reports are returned from the Public Works Inspector with the repair data, enter all repairs made. The repair data includes the dates and types of repairs performed.

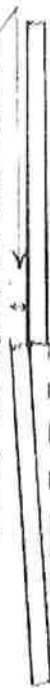
- D. Hard copies of the Progress Inspection Report and the Progress Inspection Report with repair Data should be filed in the Engineering Division central files. Each file folder should be dated and a list of the street names and identification numbers should be placed on the cover. A hanging folder should be used to accommodate the file folders accumulated for each semi-annual sidewalk inspection.

VIII. RECORDING REPAIRS

- A. When Progress Inspection Reports are returned enter all completed repairs into the database.
- B. The date and description of the repair should also be entered.
- C. Once all completed repairs are made, title the file as a Final Inspection Report.
- D. A hard copy should be put in the folder that includes the Progress Inspection Report.

EXHIBIT 1

FIG. 1 GRIND IF DISPLACEMENT IS LESS THAN $\frac{3}{4}$ ". IF GREATER THAN $\frac{3}{4}$ " APPLY APPROPRIATE MATERIALS.



REPAIRED SLOPE SHOULD BE 6:1



FIG. 2

REPAIR WHEN SLOPE IS GREATER THAN 5:1.



FIG. 3

CRACKS $\frac{1}{2}$ " IN WIDTH SHOULD BE FILLED.



HOLES GREATER THAN $\frac{1}{2}$ " IN DIAMETER AND IN DEPTH SHOULD

FIG. 4

REPAIR WHEN SLOPE IS 5:1



REPAIRED SLOPE SHOULD BE 6:1

FIG. 5

WORN OUT PATCH SHOULD BE REPAIRED



PATCHES WITH HOLES, DISPLACEMENTS OR CRACKS SHOULD BE EVALUATED FOR REMOVAL AND REPLACEMENT