



**REQUEST FOR PROPOSAL**  
**FOR**  
**CROSSING GUARD SERVICES**

**POLICE DEPARTMENT**  
**CITY OF HUNTINGTON BEACH**

**Released February 27, 2024**

# **CROSSING GUARD SERVICES REQUEST FOR PROPOSAL (RFP)**

## **1. BACKGROUND**

The City of Huntington Beach is soliciting proposals from qualified firms to provide adult crossing guard services to aide primarily school children as they walk to and from school. The out-sourced crossing guard program will provide all services detailed in *Section 3, Scope of Work*, in the Request for Proposal. The City of Huntington Beach intends to award a contract for a minimum term of three (3) years.

## **2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	February 27, 2024
Deadline for Written Questions	March 8, 2024 by 4pm
Responses to Questions Posted on Web	March 14, 2024
Proposals are Due	March 27, 2024 by 4pm
Proposal Evaluation Completed	April 17, 2024
Approval of Contract	May, 2024

## **3. SCOPE OF WORK**

The selected contractor will be required to complete the following duties and responsibilities:

### **CONTRACTOR'S DUTIES AND RESPONSIBILITIES:**

- 1) The contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Each Crossing Guard will utilize an LED lit "Stop" paddle supplied by the contractor and approved by the City.
- 2) If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
- 3) The City shall have the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in the hours of work or locations.
- 4) The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required placed and times, and in accordance with all items of this agreement.
- 5) The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location.

- 6) The Contractor shall provide personnel properly trained herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of the Agreement and the laws and codes of the State of California and the City of Huntington Beach.
- 7) It shall be the responsibility of the successful vendor to ensure that all persons employed as crossing guards receive and successfully complete proper training. The successful vendor may perform the training with its own staff or subcontract for certified training to meet this requirement. Formal training of all new or former crossing guards assigned to the city contract shall be conducted as per the standards and guidelines established by the California School Crossing Guard Training Guidelines, complied by the state of California Safe Routes To School Technical Assistance Resource Center (TARC), overseen by the California Department of Public Health (CDPH), and in partnership with the California Department of Transportation (CalTRANS). The guidelines reflect the California Manual on Uniform Control Devices (CAMUTCD) 2014 edition. See **Exhibit B**.
- 8) Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which designated schools in the City of Huntington Beach, are in session.
- 9) The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with handheld LED Stop signs and any other equipment which may be necessary.
- 10) The Contractor shall conduct background investigation of all applications being considered for hire. Contractor shall provide investigative results to City's Police Department prior to employment of Crossing Guard.
- 11) Contractor will seek to retain its current Crossing Guard employees.

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested contractors are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter

Complete **Appendix A**, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references( **Appendix A**) that received similar services from your firm. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
  - ◆ Client Name
  - ◆ Project Description
  - ◆ Project start and end dates
  - ◆ Client project manager name, telephone number, and e-mail address

#### F. Fee Proposal

Proposed fees should reflect hourly rate for three (3) years. List of intersections are stated in **Exhibit A**. The following conditions apply:

- 1) Charges for the time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services. Charges will be matched to an appropriate breakdown to time previously taken by in-house staff to perform tasks.
- 2) Subject to agreement otherwise, Crossing Guard will be held to charging no fees on travel time to or from Huntington Beach.
- 3) Secretarial time, billing time, and/or ther clerical charges are not billable.

## 5. **PROCESS FOR SUBMITTING PROPOSALS**

### ◆ **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

### ◆ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

### ◆ **Number of Proposals**

Submit one (1) PDF file format copy of your proposal in sufficient detail to allow thorough evaluation and comparative analysis.

### ◆ **Submission of Proposals**

*Complete written proposals must be submitted electronically in PDF File format via Planetbids.com website no later than 4:00 p.m. (P.S.T) on March 27, 2024. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

◆ **Inquiries**

***Questions about this RFP must be submitted on Planetbids no later than 4p.m.( PST) on March 8, 2024.***

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

◆ **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## **6. EVALUATION CRITERIA**

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements (10% of total score)
- B. Understanding of the project (25% of total score)
- C. Qualifications and experience of Firm, key individuals and sub-consultants (25% of total score)
- D. Educational background, work experience, and directly related Crossing Guard experiences (10% of total score)
- E. Cost/Price (25% of total score)
- F. References (5% of total score)

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

## 7. STANDARD TERMS AND CONDITIONS

- ◆ Amendments  
The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFP's](#); bidders should check this web page daily for new information.
- ◆ Cost for Preparing Proposal  
The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.
- ◆ Contract Discussions  
Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See Appendix B for a sample agreement.
- ◆ Confidentiality Requirements  
The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- ◆ Financial Information  
The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.
- ◆ Payment by Electronic Funds Transfer – EFT:  
The City requires that payment be made directly to the vendor's bank account via an Electronic Fund Transfer (EFT) process. Banking information will need to be provided to the City via an Electronic Credit Authorization form. A City Representative will provide the Electronic Credit Authorization form upon intent to award. Vendor will receive an Electronic Remittance Advice with the payment details via email. It is solely the responsibility of the vendor to immediately notify the City of any change to their information related to payments.

◆ Insurance Requirements

City Resolution 2008-63 requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix C**. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

*Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.*



# EXHIBIT A

<u>No.</u>	<u>Intersection/School</u>	<u>Hrs./Day</u>	<u>Total School Days</u>
1	Yorktown/Brigantine (Oka Elem.)	3	180
2	Bushard/Woodlawn (Oka Elem.)	3	180
3	Yorktown/Honeywood (Talbert Mid.)	3	180
4	12 <sup>th</sup> /Main (Dwyer Mid.)	3	180
5.1	14 <sup>th</sup> /Crest (Dwyer Mid.)	3	180
5.2	14 <sup>th</sup> /Crest (Dwyer Mid.)	3	180
6	Palm/15 <sup>th</sup> (Dwyer Mid.)	3	180
7	17 <sup>th</sup> /Palm (Dwyer Mid.)	3	180
8	Banning/Bushard (Eader Elem.)	3	180
9	Banning/Malibu (Eader Elem.)	3	180
10	Garfield/Saddleback (Seacliff Elem.)	3	180
11	Garfield/Colchester (Perry Elem.)	3	180
12	Indianapolis/Farnsworth (Peterson Elem.)	3	180
13	Bushard/Castlegate (Sowers Mid.)	3	180
14	Indianapolis/Alisa (Sowers Mid/Hawes Elem.)	3	180
15	Indianapolis/Titan (Sowers Mid/Hawes Elem.)	3	180
16.1	Indianapolis/Magnolia (Sowers Mid/Moffett Elem.)	3	180
16.2	Indianapolis/Magnolia (Sowers Mid/Moffett Elem.)	3	180
17	Newland/Norfolk (Sowers Mid/Moffett Elem.)	3	180
18	Edwards/Down (Circle View Elem.)	3	180
19	Heil/Redlands (College View Elem.)	3	180
20	Algonquin/Pearce (Harbour View Elem.)	3	180
21	Saybrook/Branford (Harbour View Elem.)	3	180
22	Slater/Geraldine (Lake View Elem.)	3	180
23	Slater/Cordoba (Mesa View Mid.)	3	180
24	Edwards/El Cortijo (Mesa View Mid.)	3	180
25	Heil/Trudy (Spring View Mid.)	3	180
26	Heil/Monroe (Westmont Elem.)	3	180
27	Heil/Newland (Westmont Elem.)	3	180
28	Edwards/Cornell (Schroeder Elem.)	3	180
29	Springdale/Croupier (Stacy Mid./Clegg Elem.)	3	180

# EXHIBIT B



# California School Crossing Guard **TRAINING GUIDELINES**

May 2015

The Safe Routes to School Technical Assistance Resource Center is a program within California Active Communities, a joint unit of the University of California, San Francisco and the California Department of Public Health, funded through a Safe Routes to School Non-Infrastructure award from the California Department of Transportation (Caltrans).



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## *INTRODUCTION*

School Crossing Guards (Crossing Guards) are an important part of the community and serve a vital role in the lives of children who walk or bicycle to school. Crossing Guards help children safely cross the street at key locations and remind drivers of the presence of pedestrians.

Training is an essential step to help ensure that Crossing Guards are performing properly. To improve the safety of California's school-aged children, the California Safe Routes to School Technical Assistance Resource Center (TARC), overseen by the California Department of Public Health (CDPH) and in partnership with the California Department of Transportation (Caltrans), has compiled this document, the California School Crossing Guard Training Guidelines (Guidelines). Existing training tools from the Colorado Department of Transportation's Crossing Guard Train-the-Trainer Program, the Florida

Department of Transportation's School Crossing Guard Training Program, and the National Center for Safe Routes to School's School Crossing Guard Guidelines were considered in the development process. The Guidelines reflect the California Manual on Uniform Traffic Control Devices (CAMUTCD) 2014 edition.

The Guidelines, though not mandated, provides consistent operating standards to assist Local School Crossing Guard Programs (Local Programs) in training existing and new Crossing Guards. Local Programs are encouraged to utilize the Guidelines to inform program practices and replace or supplement training procedures to promote safety among California's children.

## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

This section covers where Crossing Guards are needed, an overview of Local Program Crossing Guard program administration, and other points to consider for Crossing Guards and their supervisors.

### 2a. Identification of Where Crossing Guards are Needed

Many factors contribute to the need for a Crossing Guard. At a vehicular location, general guidance is provided by the CAMUTCD, but ultimately, local traffic engineering judgment and analysis are needed to determine when and where a Crossing Guard is needed. Available gaps in traffic (space and time between vehicles) are a primary factor in determining the need for a Crossing Guard.

CAMUTCD Section 7D.02 states:

*Adult crossing guards may be used to provide gaps in traffic at school crossings where an engineering study has shown that adequate gaps need to be created (see Section 7A.03), and where authorized by law.*

*Adult crossing guards may be assigned at designated school crossings to assist school pedestrians at specified hours when going to or from school. The following suggested policy for their assignment applies only to crossings.*

*Guidance:*

*An adult crossing guard should be considered when:*

- A. Special situations make it necessary to assist elementary school pedestrians in crossing the street.*
- B. A change in the school crossing location is being made, but prevailing conditions require school crossing supervision until the change is constructed and it is not reasonable to install another form of traffic control or technique for this period.*

CAMUTCD Section 7A.03 states:

*The frequency of gaps in the traffic stream that are sufficient for student crossing is different at each crossing location. When the delay between the occurrences of adequate gaps becomes excessive, students might become impatient and endanger themselves by attempting to cross the street during an inadequate gap. In these instances, the creation of sufficient gaps needs to be considered to accommodate the crossing demand.*

Additional factors such as those listed below may affect the need for a Crossing Guard and should be considered.

## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### Age of Students

Younger students have a harder time judging the safety of an intersection, as they have more difficulty determining the speed and distance of approaching vehicles. They may be more tempted to cross during an unsafe gap in traffic.

### Road Conditions

The complexity of the crossing may warrant the need for a Crossing Guard. Wide streets with multiple lanes of traffic may require the use of more than one Crossing Guard.

### Sight Distance

These conditions are measured from the student's and driver's perspectives and calculated using actual vehicle operating speeds. Temporary obstructions (such as parked cars or snow) may also be factors that affect sight from a student or driver's perspective.

### Presence or Absence of Traffic Control Devices

Existing traffic control devices may or may not be present. If no traffic control devices are present, it may be a more appropriate option to add them to improve conditions in a school crossing location rather than using of a Crossing Guard.

### Vehicle Speed

Crossing of a higher speed roadway may require a Crossing Guard because children have a harder time judging necessary stopping distance than adults and may have a harder time identifying safe gaps in traffic.

### Volumes of Vehicular Traffic and Pedestrians

Vehicular traffic volumes at intersections should be monitored, as should current and projected pedestrian demand based on school demographics.

### School Route Plan

A school route plan is another way to identify which roadways should be considered for Crossing Guards. CAMUTCD Section 7A.01 offers the following guidance for establishing a school route plan:

*A school route plan for each school serving elementary to high school students should be prepared in order to develop uniformity in the use of school area traffic controls and to serve as the basis for a school traffic control plan for each school.*

*The school route plan, developed in a systematic manner by the school, law enforcement, and traffic officials responsible for school pedestrian safety, should consist of a map showing streets, the school, existing traffic controls, established school walk routes, and established school crossings.*



## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### School Adjacent Land Use

Proximity of a school to residential neighborhoods may increase the potential number of student pedestrians, more so than proximity to other land uses.

### Crash History

All crashes along the roadways included on the school route plan should be reviewed and analyzed. Various attributes of these crashes (type, frequency, time of day, etc.) should be analyzed to determine their relevance to school safety and the need for Crossing Guards.

## 2b. Administration

### Local Programs

A Local Program, as mentioned in the Guidelines, refers to the organization responsible for identifying locations where Crossing Guards are needed, hiring, training, and supervising Crossing Guards, providing uniforms and equipment to help Crossing Guards effectively perform their duties, and securing funds to manage the Local Program. Cities and counties may designate local law enforcement agencies, the governing board of any school district, or a county superintendent of schools to administer the Local Program.

Local Programs should consider seeking input from community members such as school administration, teachers, local traffic engineers, law enforcement officers, and parents, to help bring information and expertise to the process and make the steps in setting up the Local Program simpler.

### California Crossing Guard Training

The Guidelines are available at no-cost to Local Programs to promote standardized training to newly employed Crossing Guards as well as seasoned Crossing Guards. The goal is to help Crossing Guards learn how to perform their duties, foster safe crossing environments for school-aged children, understand their roles and responsibilities, learn about relevant laws and traffic regulations, and practice proper crossing techniques all in a standardized, convenient, and cost-effective way.

There is no formal certification process issued from any one agency in the State of California. However, Local Programs are encouraged to utilize this document and the online training to assess, score, and qualify Crossing Guards.

California Crossing Guard Training has three components:

1. Online Training and Testing;
2. Practical Training; and,
3. Field Assessment.

More details on these components are covered in Section 3 of this document.



## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### Crossing Guard Trainers

Who can train new or existing Crossing Guards on roles, responsibilities, protocols, and procedures is left to the discretion of the Local Programs. With that, it is recommended that a trainer be an experienced Crossing Guard or law enforcement officer. Additionally, the trainer should be familiar with this document and the supplemental training materials.

CAMUTCD Section 7D.03 provides further guidance for trainers and training course:

*Adequate training should be provided in adult crossing guard responsibilities and authority. This function can usually be performed effectively by a law enforcement agency responsible for traffic control.*

*Training programs should be designed to acquaint newly employed crossing guards with their specific duties, local traffic regulations, and crossing techniques. Training workshops may be used as a method of advising experienced employees of recent changes in existing traffic laws and program procedures. For example, crossing guards should be familiar with the California law which provides that any person who disregards any traffic signal or direction given by a non-student school crossing guard authorized by a law enforcement agency, any board of supervisors of a county or school district shall be guilty of an infraction and subject to the penalties of Section 42001 of the [California Vehicle Code] CVC (Section 2815).*

### Crossing Guard Refresher Training

Ongoing supervision and review of Crossing Guards should continue throughout the year. It is recommended that a refresher training course be completed once every two years. Refresher training should include:

- Changes to agency or program protocols;
- Overview of new and relevant traffic laws and regulations;
- Changes to school crossing procedures; and,
- Changes to protocol for reporting hazards and emergency situations.

Refresher training may also include relevant topics specific to local communities (e.g., working with diverse populations, crossing children with special needs). The refresher training may be combined with end of the year awards or activities. The duration of refresher training courses is left to the discretion of Local Programs.

Field assessment should occur prior to each new assignment. Field assessment will be covered in more detail in Section 3 of this document.

## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### Prequalification of Crossing Guards

Section 7D.03 of the CAMUTCD states that Crossing Guards should possess the following minimum qualifications:

1. Average intelligence;
2. Good physical condition, including sight, hearing, and ability to move and maneuver quickly in order to avoid danger from errant vehicles;
3. Ability to control a STOP paddle effectively to provide approaching road users with a clear, fully direct view of the paddle's STOP message during the entire crossing movement;
4. Ability to communicate specific instructions clearly, firmly, and courteously;
5. Ability to recognize potentially dangerous traffic situations and warn and manage students in sufficient time to avoid injury;
6. Mental alertness;
7. Neat appearance;
8. Good character;
9. Dependability; and,
10. An overall sense of responsibility for the safety of students.

### Crossing Guard Uniform and Devices

CAMUTCD Section 7D.04 provides the following standards for the uniform of Crossing Guards:

*Law enforcement officers performing school crossing supervision and adult crossing guards shall wear high-visibility retroreflective safety apparel labeled as ANSI 107-2004 standard performance for Class 2 as described in Section 6E.02.*



Figure 1. Example of retroreflective safety apparel.

## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

CAMUTCD Section 7D.05 provides the following for a STOP paddle:

*Adult crossing guards shall use a STOP paddle. The STOP paddle shall be the primary hand-signaling device. The STOP (R1-1) paddle shall be an octagonal shape. The background of the STOP face shall be red with at least 6-inch series upper-case white letters and border. The paddle shall be at least 18 inches in size and have the word message STOP on both sides. The paddle shall be retroreflectorized or illuminated when used during hours of darkness.*



Figure 2. Example of STOP paddle.

The CAMUTCD allows for a 24 x 24 inch size of the STOP (C28A(CA) paddle to be used where greater emphasis is needed and speeds are 30 mph or more.

Retroreflective traffic cones or in-crosswalk panels, as determined by each municipality, may be used to enhance the visibility of a crosswalk. Any signage in the school zone must comply with the CAMUTCD.

See CAMUTCD Section 7B.12 (School Crossing Assembly) for guidance on the use of in-street signage.

A whistle can be used as a warning device to alert a motorist who is unresponsive to the display of the STOP paddle. It is at the discretion of the Local Programs whether or not to use a whistle while conducting school crossing procedures. If the Local Program chooses to use a whistle while conducting crossing procedures, the whistle should remain in the Crossing Guard's mouth as they step into the crosswalk to conduct crossing procedures. More on the use of a whistle is covered in Section 5.

### Training of Multiply Assigned, Reassigned, or Transferred Crossing Guards

If a Crossing Guard is reassigned to a crosswalk other than the one at which she/he was trained to work, the supervisor should confirm that the Crossing Guard is aware of the new conditions and check that the Crossing Guard is able to perform all duties satisfactorily at the new location.

### Requirements for Substitute Crossing Guards

A substitute Crossing Guard should have sufficient experience and be familiar with the crossing procedures appropriate for any school crossing to which she/he might be assigned. If a community service officer, traffic control officer, or other employee is to be available for substitute Crossing Guard duty, she/he should complete the same training as a regular Crossing Guard.

## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### School Crossing Guard Funding

Consistent and sufficient funding is an important factor for maintaining school crossing guard programs. A stable funding source should be identified and secured by Local Programs. In California, there are a variety of methods available to fund school crossing guard programs. Local Programs can utilize cost-sharing approaches with law enforcement, school districts, or public works departments. Local Programs may also utilize fines and forfeitures in their local "Traffic Safety Fund" to compensate Crossing Guards who are not full-time members of the police department as described in California Vehicle Code (CVC) Section 42200:

*Of the total amount of fines and forfeitures received by a city under Section 1463 of the Penal Code that proportion which is represented by fines and forfeitures collected from any person charged with a misdemeanor under this code following arrest by an officer employed by a city, shall be paid into the treasury of the city and deposited in a special fund to be known as the "Traffic Safety Fund," and shall be used exclusively for official traffic control devices, the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city, but the fund shall not be used to pay the compensation of traffic or other police officers. The fund may be used to pay the compensation of school crossing guards who are not regular full-time members of the police department of the city.*

### Liability and Risk Management

Liability is an issue that all Local Programs must consider. Given the high profile nature of the position and the risk involved, it is important that all Crossing Guards receive training and the Local Programs address the issue of liability and risk management. Liability may arise for two reasons: (1) negligence by the school crossing guard, and (2) inadequacy or lack of training. If Crossing Guards are well trained and have an understanding of the importance of their roles and responsibilities, they are less likely to act in a negligent manner. Ensuring that agency policies and procedures are followed will help avoid injuries and negligence by Crossing Guards. In addition, Local Programs can reduce their liability risks by training Crossing Guards well and by putting systems in place that anticipate and avoid potential problems. Following a standard curriculum like the Guidelines will not only help avoid injuries, but also help protect agencies from liability claims.

It is recommended that Crossing Guards fall under the auspice of their Local Programs, and have similar rights and responsibilities (e.g., insurance coverage) as other Local Program employees.

## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### 2c. Other Considerations

#### Reporting Absences

Unless excused, a Crossing Guard should be at her/his station on time, properly attired, and neatly groomed. A policy should be in place whereby a Crossing Guard should notify her/his supervisor of a planned absence at least 24 hours in advance. If illness or another unexpected circumstance prevents her/his timely appearance, a Crossing Guard should notify the supervisor as soon as possible and a process for obtaining a substitute should be in place.

#### Personal Vehicle Parking

If a Crossing Guard travels to her/his assigned crossing location in a personal vehicle, it should be parked only in an allowed location (e.g., not on a sidewalk, nor on the street in any location where signs prohibit parking at the time.) If parked on the street near a crossing, it should not block the Crossing Guard's view of approaching vehicles.

#### Standing While on Duty

A Crossing Guard should not sit while on duty as this would reduce an approaching driver's peripheral view of the Crossing Guard, or might suggest to drivers or arriving children that the Crossing Guard is not on duty. A Crossing Guard also needs to be ready to react quickly in case of an unexpected event. The visible presence of an alert Crossing Guard can also help to discourage unsafe behavior.

#### Distractions and Unrelated Activities

While on duty, a Crossing Guard should not eat, smoke, use other tobacco products, use e-cigarettes, or consume beverages. While in uniform, a Crossing Guard should not patronize liquor establishments. A Crossing Guard should not use a radio (other than a two-way radio for official communication), headphones or portable audio players, nor read books, magazines, newspapers, or other materials while on duty. Mobile communication devices may be used only in an emergency and never while attending to or crossing children.

#### Chain of Command

Any request by school personnel or others outside a Crossing Guard's chain of command (e.g., to change her/his schedule or procedures) should be made through the Crossing Guard's supervisor.

#### Notice of Schedule Changes

A policy should be in place whereby a Crossing Guard's supervisor should notify a Crossing Guard of any school schedule change or special school function that would affect her/his work schedule.

#### Emergency Response Plan

If any emergency response plan has been adopted that involves a special procedure for a Local Program's Crossing Guards, the Crossing Guards should be briefed on the procedure. A Local Program should have a plan for contacting on-duty Crossing Guards in case of an emergency. If the school has a school emergency plan, Crossing Guards should have a copy of this plan.



## 2. ELEMENTS OF A SCHOOL CROSSING GUARD PROGRAM

### First Aid

Local Programs are strongly encouraged to provide first aid and cardio pulmonary resuscitation (CPR) training to all Crossing Guards. Crossing Guards who have not received proper training should not provide first aid or CPR while on duty. All Crossing Guards should be prepared to take reasonable action to help an injured child or contact emergency responders.

### Incident Reporting

It is recommended that Crossing Guards be familiar with the type of information necessary to complete an incident report (e.g., time, date, location, names of those involved, description of incident). Incident reports are typically used to report a crash or infraction that can endanger the lives of pedestrians. Crossing Guards are advised to carry a notebook and pen to write down a description of involved vehicles and/or individuals.

### Reporting Concerns

Crossing Guards are encouraged to be on the lookout for any potential problems or areas of concern while on duty and be prepared to report them to the appropriate individuals or supervisors. A process should be in place to address any problems or concerns.

### Crossing Guards' Interaction with Children

Crossing Guards are representatives of the community, tasked with helping to create a safe environment for children while on duty. Crossing Guards should not physically touch students. Students should never be put into a Crossing Guard's vehicle. Crossing Guards should never give gifts to students.

### Crossing Procedures for Inclement Weather

Crossing Guards need to be particularly careful during inclement weather. Bad weather tends to make people hurry and pay less attention. In addition, visibility is reduced and stopping distances are increased as roads become slippery.

When visibility is reduced, it is critical that Crossing Guards take extra precautions to be seen by motorists. High visibility vests should be worn outside of any jackets (unless the jacket itself is high visibility with retroreflective material). The Crossing Guard should ensure that she/he has the attention of motorists before crossing.

### Courtesy Crossing of Adult Pedestrians

A Crossing Guard may conduct a crossing for an adult who requests it, but this service is secondary to the purpose of crossing student pedestrians and should not be allowed to interfere with this primary purpose.

## 3. CALIFORNIA CROSSING GUARD TRAINING

The information contained in the Guidelines is intended to support Local Program administration and introduce additional training materials that will assist with teaching Crossing Guard candidates the proper procedures and techniques necessary to safely cross student pedestrians.

The Crossing Guard training as outlined here is made up of three components:

1. Online Training and Testing;
2. Practical Training; and,
3. Field Assessment.

Completion of each component is recommended to equip Crossing Guards with the skills and knowledge appropriate to the job. It is at the discretion of the Local Programs to determine appropriate placement of Crossing Guards upon completion of each part of the training.

Upon completion of all training components, including field assessment, it is left to the discretion of Local Programs to determine Crossing Guards' mastery of crossing policies and procedures before assignment to a school crossing location.

Crossing Guard training can be used during the hiring of new Crossing Guards or during refresher training or reassignment of seasoned Crossing Guards. Training is recommended to occur during the first month of employment or reassignment to a new crossing location.

### 3a. Online Training and Testing

Online training consists of four courses that discuss and instruct Crossing Guards on their roles, responsibilities, protocols, and procedures. Each online training course has an accompanying online test.

Once the online training is completed, the Crossing Guard may be given time for questions and/or discussion with a Crossing Guard Trainer before the online test is completed. This can happen either one-on-one or in a group classroom setting.

If classroom training is part of the process, classes should be taught by a Crossing Guard Trainer as defined in Section 2 of this document and should reinforce the techniques and lessons covered in the online trainings as well as any local issues.

A minimum passing score of 80 percent must be achieved by a Crossing Guard candidate on each of the four online tests in order to move onto practical training. Access to the online tests is available at [www.casaferoutestoschool.org/adult-crossing-guard-training/](http://www.casaferoutestoschool.org/adult-crossing-guard-training/).

### 3b. Practical Training

Practical training involves hands-on instruction from a Crossing Guard Trainer. This aspect involves role play and simulation to practice the techniques and procedures (e.g., how to create gaps for street crossing, safely crossing pedestrians, reporting hazards and/or emergency situations) used to safely and effectively cross student pedestrians.





## 3. CALIFORNIA CROSSING GUARD TRAINING

Practical training should be conducted at a crosswalk or simulated crosswalk with no children present and should cover both signalized and unsignalized intersections. Participants should play all roles (student pedestrians, Crossing Guards, drivers) and practice proper crossing procedures using the STOP paddle, hand gestures, and the whistle.

Practical training is designed to last approximately two to four hours depending on the number of Crossing Guard candidates involved. During this time, Crossing Guard candidates will observe proper crossing behaviors from the pedestrian, crossing guard, and motorist points of view. An indoor simulated school crossing location can be used if weather is not permitting.

At the completion of the practical training, Crossing Guard candidates will participate in field assessment.

### 3c. Field Assessment

Field assessment consists of observation, training, and guidance of a Crossing Guard candidate by a Crossing Guard Trainer while in the work environment. Crossing Guard candidates will perform crossing duties and procedures at school crossing locations where they may be assigned while having their performance evaluated by the Crossing Guard Trainer.

During field assessment, Crossing Guard candidates should demonstrate understanding of proper crossing procedures and emergency protocols. Additional guidance and instruction may be provided during the field assessment and any unsafe practices should be noted and addressed. The duration of the initial field assessment is left to the discretion of Local Programs. The Crossing Guard Trainer can score the Crossing Guard candidate by using the *California School Crossing Guard Field Assessment Tool* available in Appendix A.

It is recommended that prior to an assignment, each Crossing Guard candidate be briefed about what to expect at the crossing. A newly placed Crossing Guard should be observed by the Crossing Guard Trainer to ensure that the Crossing Guard has mastered crossing skills in the field.

## 4. INTRODUCTORY INFORMATION FOR CROSSING GUARDS

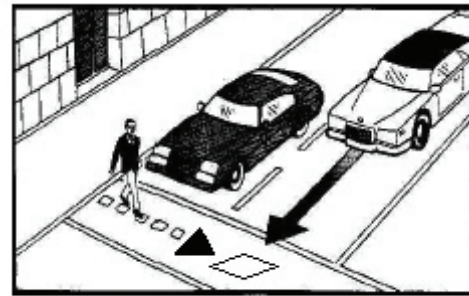
This section covers common situations that Crossing Guards may encounter while on duty and background information, including relevant laws, that will assist them in understanding the scope of their responsibilities.

### Common Traffic Hazards at Crosswalks

Collisions between pedestrians and motor vehicles at intersections usually involve an unexpected violation of road rules by at least one of the parties (pedestrian or driver) and the subsequent failure of both parties to take adequate evasive action. Injury consequences are usually greater for pedestrians; therefore, pedestrians have to use defensible practices. Even when driver practice is poor, pedestrians who practice good crossing techniques can usually anticipate conflicts and avoid a collision.

Pedestrian crashes of the “multiple-threat” type have resulted in serious injuries to children at uncontrolled crosswalks (marked crosswalks where there are no traffic controls or Crossing Guards). This scenario develops when a driver stops to let a pedestrian cross but a second driver fails to stop. The pedestrian enters the crosswalk in front of the stopped vehicle, which partially screens her or him from the view of the overtaking driver. The second driver erroneously assumes there is no reason to stop and begins to pass. Meanwhile the crossing pedestrian neglects to scan for approaching vehicles before proceeding past the stopped vehicle. The second driver and pedestrian collide. Inexperienced pedestrians sometimes assume

that, if one driver stops for them at an uncontrolled crosswalk, others will too.



Source: Federal Highway Administration

Figure 3. Example of a “multiple-threat.”

The visible presence of Crossing Guards crossing children in a roadway tends to improve driver behavior, and Crossing Guards also deter improper crossings by children, such as darting into the roadway. Hazardous driver behaviors that may still occur at a guarded crosswalk include:

- speeding (when crosswalk use is not noticed);
- right turn into crosswalk on green light;
- entering crosswalk to make right turn on red light; and,
- left turn into crosswalk on green light.

## 4. INTRODUCTORY INFORMATION FOR CROSSING GUARDS

Drivers who have a green light must still follow the direction of a Crossing Guard. However, the impulse to “go” may prevent the driver from noticing the presence of a Crossing Guard. In this circumstance, it is especially important that the Crossing Guard carefully scan for vehicles upon a signal turning green.

### Understanding Children’s Needs to Master Safe Crossing Skills

A Crossing Guard should actively reinforce safe street crossing practices. This includes coaching children to “look left, right, and left again” for any approaching vehicles and at a corner, to look over the shoulder for turning vehicles. Children have only partially acquired the knowledge, skills, and abilities that experienced pedestrians use. Children in traffic:

- can be impulsive;
- have limited peripheral vision and ability to locate relevant sound sources;
- have poor ability to assess vehicular approach speeds and gaps in traffic;
- are shorter and easily blocked from view by cars;
- are likely to assume that if one driver stops for them, the coast is clear; and,
- are likely to consider simply running across a road as a viable crossing strategy.

### Alerting Traffic and Indicating Pedestrian Crossing

CAMUTCD Section 7D.05 describes operating procedures for Crossing Guards:

*Adult crossing guards shall not direct traffic in the usual law enforcement regulatory sense. In the control of traffic, they shall pick opportune times to create a sufficient gap in the traffic flow. At these times, they shall stand in the roadway to indicate that pedestrians are about to use or are using the crosswalk, and that all vehicular traffic must stop.*

*Adult crossing guards shall use a STOP paddle. The STOP paddle shall be the primary hand-signaling device.*

### Understanding Applicable Traffic Regulations

The California Vehicle Code (CVC) includes rules that pertain to nonstudent crossing guards, right-of-way at crosswalks, and parking or stopping at or near crosswalks. Although drivers do not always comply with these rules, and Crossing Guards should not depend on them to do so, Crossing Guards should understand the legal basis that supports school crossings.

CVC Section 2815 describes rules pertaining to nonstudent crossing guards:

*Any person who shall disregard any traffic signal or direction given by a nonstudent school crossing guard, appointed pursuant to Section 21100, or authorized by any city police department, any board of supervisors of a county, or the Department of the California Highway Patrol, when the guard is wearing the official insignia of such a school*

## 4. INTRODUCTORY INFORMATION FOR CROSSING GUARDS

*crossing guard, and when in the course of the guard's duties the guard is protecting any person in crossing a street or highway in the vicinity of a school or while returning thereafter to a place of safety, shall be guilty of an infraction and subject to the penalties provided in Section 42001.1.*

CVC Section 21950 describes rules pertaining to right-of-way at crosswalks:

*The driver of a vehicle shall yield the right-of-way to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection, except as otherwise provided in this chapter.*

*This section does not relieve a pedestrian from the duty of using due care for his or her safety. No pedestrian may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle that is so close as to constitute an immediate hazard. No pedestrian may unnecessarily stop or delay traffic while in a marked or unmarked crosswalk.*

*The driver of a vehicle approaching a pedestrian within any marked or unmarked crosswalk shall exercise all due care and shall reduce the speed of the vehicle or take any other action relating to the operation of the vehicle as necessary to safeguard the safety of the pedestrian.*

*[This] does not relieve a driver of a vehicle from the duty of exercising due care for the safety of any pedestrian within any marked crosswalk or within any unmarked crosswalk at an intersection.*

CVC Section 21970 describes rules pertaining to blocking crosswalks:

*No person may stop a vehicle unnecessarily in a manner that causes the vehicle to block a marked or unmarked crosswalk or sidewalk.*

### Understanding Traffic Signals at Crosswalks

Crossing Guards should know the meaning of the following signs:



Figure 4. Indicates that the pedestrian may "WALK" or start to cross by entering the roadway.



Figure 5. A flashing upraised hand signal indicates to the pedestrian "DON'T WALK" or do not enter the roadway.

## 4. INTRODUCTORY INFORMATION FOR CROSSING GUARDS

### Familiarity with School Area Signs and Pavement Markings

A Crossing Guard should be familiar with the signs and pavement markings used at and on approaches to his/her assigned crossing. These may include crosswalk markings, parking prohibition signs, stop signs, stop lines, pavement word markings for school areas, and school warning and speed zone signs.



Figure 6. Examples of parking prohibition signs.



Figure 7. Example of a stop sign.

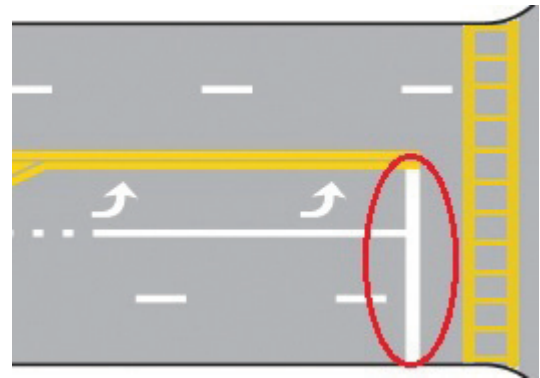


Figure 8. Red oval shows example of a stop line. A stop line is a solid white pavement marking line extending across approach lanes to indicate the point at which a vehicular stop is intended or required to be made.

## 4. INTRODUCTORY INFORMATION FOR CROSSING GUARDS

As described in the CAMUTCD, crosswalk markings near schools shall be yellow and school warning signs shall have a fluorescent yellow-green background with a black legend and border.



Figure 9. Examples of school warning signs.

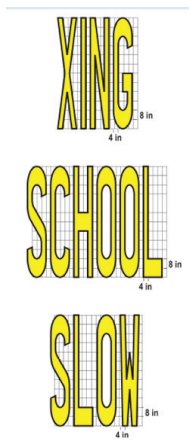


Figure 10. Example of a pavement word marking for a school area without stop signs, traffic signals, or yield signs.

## 5. TECHNIQUES USED FOR SCHOOL CROSSINGS

This section describes crossing techniques that Crossing Guards will need to master in order to do their job safely and effectively. This section does not contain an exhaustive list of crossing techniques.

### 5a. Traffic Scanning Procedure

At an intersection, vehicles can approach a crosswalk from various directions. To gauge whether any approaching vehicles will have time to see her/him in the crosswalk and yield, a Crossing Guard uses the “traffic scanning procedure” for crossing a street. This procedure is:

1. Stop at the curb or edge of the street.
2. Look left, right, then left again for approaching vehicles.
3. If standing at an intersection, look forward and behind. Scan for any vehicles that might cross your path and look over the appropriate shoulder for any vehicles approaching from your rear that might turn across your path.
4. If the gap seems adequate, make a final search to the left before proceeding. Vehicles on the left are on the side nearest to you.
5. When crossing the street, continue to scan for approaching vehicles.

### 5b. Signaling to Drivers

A Crossing Guard signals to drivers to alert them to their duty to stop for crosswalk users (the Crossing Guard and crossing children), not for purposes of directing traffic. While in the roadway, a Crossing Guard should never make any hand or head movement that might be interpreted by a driver as a signal to proceed.

### 5c. Technique for Use of STOP Paddle

To alert vehicles on a two-way street to stop with a STOP paddle:

1. Hold the STOP paddle shoulder-high so that one side is displayed to vehicles approaching the crosswalk on the near side of the street and the other is displayed to vehicles approaching the crosswalk on the far side of the street. Your body should not block either view of the paddle. The two faces of the paddle should remain continuously visible to vehicles approaching on the respective sides.
2. The STOP paddle leads you into the crosswalk. Look directly at any drivers momentarily, turning your head as necessary.

## 5. TECHNIQUES USED FOR SCHOOL CROSSINGS

3. Continuing to hold the STOP paddle high, look directly at any drivers, turning your head as necessary, as you approach the middle of the street.
4. If a driver disregards the STOP paddle, blow your whistle as described in Section 5d. The STOP paddle should be kept raised while a Crossing Guard is in the roadway. A Crossing Guard should not switch the STOP paddle from one hand to the other or wave it about while in the roadway.

### 5d. Use of Whistle for Warning

The whistle is a warning device and cautions in regard to warning signs. Excessive use can result in reduced effectiveness.

The whistle should be in the Crossing Guard's mouth when stepping into the crosswalk. If a driver fails to stop in response to the display of a STOP paddle, the response is to blow one long blast on the whistle to warn the driver while looking directly at her/him and continuing to display the STOP paddle to her/him with an extended arm.

Whether to blow the whistle when stepping off the curb at a given location is at the discretion of the Local Program. The decision to use a whistle or not should be based on the traffic conditions and the safety of the Crossing Guard. Each crosswalk should be considered individually.

### 5e. Signaling to Children to Begin Crossing

When a Crossing Guard has taken position and is ready to initiate signaling children to cross the street, the instruction to children to make their traffic searches and begin crossing is made verbally, without gestures. The verbal instruction should include the following:

1. Look to the left, right, and left again for vehicles approaching from either direction; and,
2. Begin and continue crossing the street.





## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

This section describes common situations that a Crossing Guard may encounter while on duty. This section **does not** contain an exhaustive list of every possible situation. It is left to the discretion of the Local Program to ensure that each Crossing Guard is adequately trained and prepared to work her/his crossing location. (Note: All figures in this section were adapted from the Florida Department of Transportation's School Crossing Guard Training Program).

In every situation, a Crossing Guard uses the "traffic scanning procedure" for crossing a street (as described in Section 5) and encourages student pedestrians to follow these safety steps.

To review, this procedure is:

1. Stop at the curb or edge of the street.
2. Look left, right, then left again for approaching vehicles.
3. If standing at an intersection, look forward and behind. Scan for any vehicles that might cross your path and look over the appropriate shoulder for any vehicles approaching from your rear that might turn across your path.
4. If the gap seems adequate, make a final search to the left before proceeding. Vehicles on the left are on the side nearest to you.
5. When crossing the street, continue to scan for approaching vehicles.

### 6a. Procedures for Crosswalk Configurations on Two-Way Roadways

The following section describes the procedures for typical crossings at unsignalized crosswalks and signalized crosswalks.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

### Unsignalized Crosswalks

#### 1. Curbside assembly

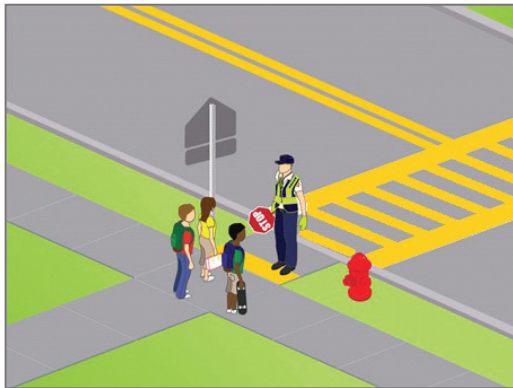


Figure 11.

Stand on curb or behind edge of roadway on the side of the street where students approach. Keep students at least one step back from the curb or roadway edge. If a yellow "stand-back" line is marked or taped on sidewalk, it should be at least three feet behind the curb. Instruct those arriving on a bicycle, scooter, or skateboard to dismount and walk the bicycle or scooter or carry the skateboard when crossing the street.

#### 2. Select an opportune time



Figure 12.

As students collect, wait for an opportune time to create a sufficient gap in traffic. Make a final scan for vehicles before entering the roadway. Remind students to wait for your verbal direction before starting to cross the street.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

3. Enter crosswalk, stopping near-side approaching vehicles



Figure 13.

Raise and display the STOP paddle as you walk to the middle of the roadway. Make the hand signal to vehicles on continuing to hold your upraised palm as you walk to the middle of the roadway.

4. Stop far-side approaching vehicles



Figure 14.

As you approach the middle of the roadway, check that the STOP paddle is clearly visible to that approach as well.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

### 5. Take position



Figure 15.

Stand in the middle of the street, just outside the crosswalk on the side closest to the approach with a greater apparent risk of traffic conflict (e.g., due to greater volume or higher typical speeds). Face that approach, continuing to display the STOP paddle to both approaches. Keep both arms extended horizontally to your sides. Make a final check that vehicles on both approaches have stopped.

### 6. Initiate crossing



Figure 16.

Turn your head toward the waiting students and make eye contact with them. When you are ready to initiate signaling students to cross the street, instruct students verbally and without gestures to look to the left, right, and left again for vehicles approaching from either direction and begin and continue crossing the street.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

### 7. Maintain your position

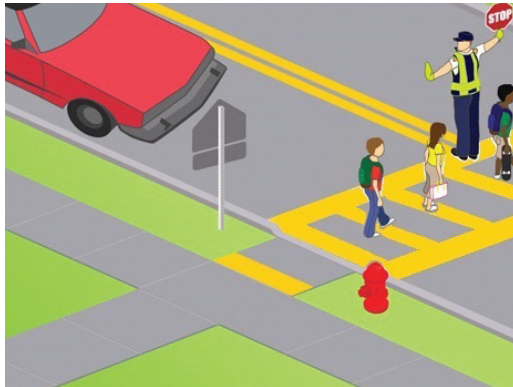


Figure 17.

As students cross behind you, do not allow any vehicle to cross the crosswalk until the last student of the released group has reached the opposite curb or roadway edge.

### 8. Return to the starting curb

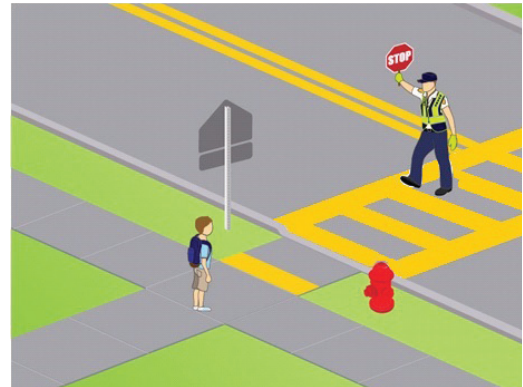


Figure 18.

Remain alert for approaching vehicles and continue to display the STOP paddle until you have left the roadway. Do not lower your upraised hand to the near-side approach until you have left the roadway.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

### Signalized Crosswalks

In the case of a signalized crosswalk, a pedestrian pushbutton is ordinarily installed.

#### 1. Curbside assembly



Figure 19.

Stand on curb or behind edge of roadway on the side of the street where students approach. Keep students at least one step back from the curb or roadway edge. If a yellow “stand-back” line is marked or taped on sidewalk, it should be at least three-feet behind the curb. Instruct those arriving on a bicycle, scooter, or skateboard to dismount and walk the bicycle or scooter or carry the skateboard when crossing the street.

#### 2. Wait for walk indication

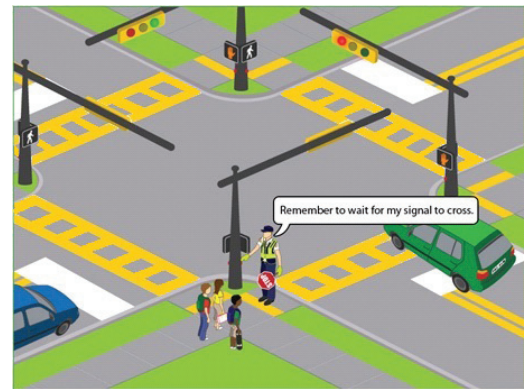


Figure 20.

As students collect, press the pedestrian pushbutton to activate the pedestrian walk signal. Remind students to wait for your signal before starting to cross the street. When a fresh walking person symbol (or “walk” message) is displayed (or when the appropriate green is illuminated if there is no pedestrian signal), make a final scan for vehicles.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

3. Enter crosswalk, stopping near-side approaching vehicles



Figure 21.

Raise and display the STOP paddle as you walk to the middle of the roadway.

4. Alert far-side approaching vehicles



Figure 22.

Walk toward the middle of the street, alerting vehicles on all approaches (including those that might make left or right turns into the crosswalk) by holding the STOP paddle high.

## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

### 5. Take position



Figure 23.

Stand in the middle of the street, just outside the crosswalk on the side closest to the intersection. Face vehicles on that side, continuing to display the STOP paddle to both approaches. Keep both arms extended horizontally to your sides. Make a final check that vehicles on both approaches have stopped.

### 6. Initiate crossing



Figure 24.

Turn your head toward the waiting students and make eye contact with them. When you are ready to initiate signaling students to cross the street, instruct students verbally and without gestures to look to the left, right, and left again vehicles approaching from either direction and begin and continue crossing the street.



## 6. CROSSING PROCEDURES FOR A VARIETY OF SITUATIONS

### 7. Maintain your position



Figure 25.

As students cross behind you, do not allow any vehicle to cross the crosswalk until the last student of the released group has reached the opposite curb or roadway edge.

### 8. Return to the starting curb or roadway edge

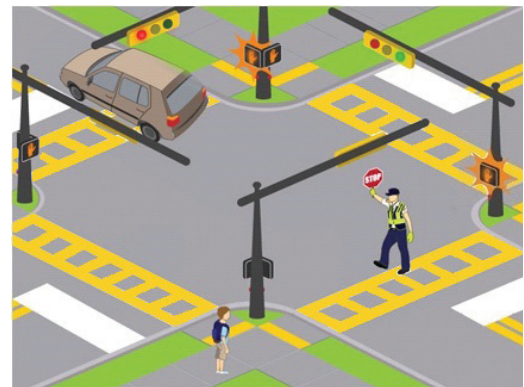


Figure 26.

Remain alert for approaching vehicles and continue to display the STOP paddle until you have left the roadway. Do not lower your upraised hand to the near-side approach until you have left the roadway.

## 6b. Crosswalks on Multi-Lane Streets

At a signalized or unsignalized crosswalk that crosses four or more lanes (on an undivided or divided street), two Crossing Guards should be assigned, so that each can handle one side of the street. (One of the Crossing Guards should be designated lead Crossing Guard.)

Crossing Guards stand at the edge of the crosswalk on the side closest to vehicles approaching their side and face that approach.

Positions taken by both Crossing Guards to conduct a multi-lane crossing are indicated below in Figure 27:

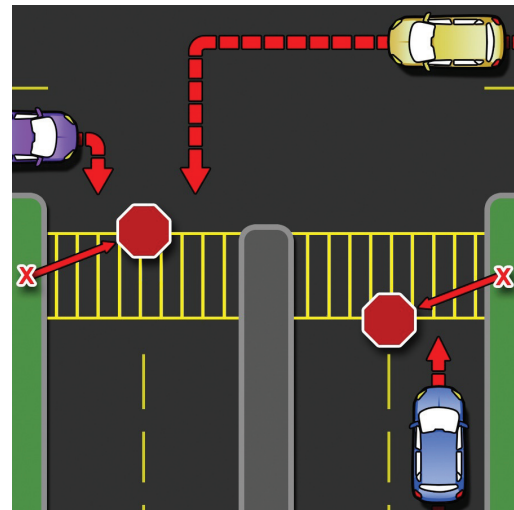


Figure 27.

The lead Crossing Guard makes the final visual check and gives the verbal direction to students to look for approaching vehicles and directs them to proceed when the roadway is clear.

Students cross in the crosswalk between the two Crossing Guards.

## 7. RESOURCES

1. California Department of Transportation, Safe Routes to School Programs, [www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm](http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm)
2. California Manual on Uniform Traffic Control Devices 2014 edition, [www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/CAMUTCD2014.pdf](http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/CAMUTCD2014.pdf)
3. California Safe Routes to School Technical Assistance Resource Center, [www.casaferoutestoschool.org](http://www.casaferoutestoschool.org)
4. California Vehicle Code 2013, [www.dmv.ca.gov/pubs/vctop/vc/vc.htm](http://www.dmv.ca.gov/pubs/vctop/vc/vc.htm)
5. Colorado Department of Transportation Crossing Guard Train-the-Trainer Program, [www.coloradodot.info/programs/bikeped/safe-routes/training/crossing-guard](http://www.coloradodot.info/programs/bikeped/safe-routes/training/crossing-guard)
6. Florida Department of Transportation School Crossing Guard Training Program, [www.dot.state.fl.us/safety/2A-Programs/SchoolCrossingGuard.shtm](http://www.dot.state.fl.us/safety/2A-Programs/SchoolCrossingGuard.shtm)
7. National Center for Safe Routes to School Adult School Crossing Guard Guidelines, [guide.saferoutesinfo.org/crossing\\_guard/index.cfm](http://guide.saferoutesinfo.org/crossing_guard/index.cfm)

## 8. ACKNOWLEDGEMENTS

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California Active Communities,  
California Department of Public Health

**Patti Horsley**

California Active Communities,  
California Department of Public Health

**Sergeant Scott Loso**

California Highway Patrol

**Providance Nagy**

Florida Department of Transportation

**Emma Oldenberger**

AAA Northern California, Nevada, and Utah

**Marisela Pineda**

San Joaquin County Public Health Services

**Patricia Pohl**

All City Management Services, Inc

**Lisa Rawson**

California Active Communities,  
California Department of Public Health

**Officer Traci Rebiejo**

Livermore Police Department

**Marissa Robinson**

Colorado Department of Transportation

**Holly Sisneros**

California Pedestrian Safety (PedSafe) Program,  
California Department of Public Health

**Sara Zimmerman**

ChangeLabSolutions





## California School Crossing Guard Field Assessment Tool

1st Field Assessment  
 2nd Field Assessment  
 Other

**Crossing Guard Name:** \_\_\_\_\_

**Employment Agency:** \_\_\_\_\_

**Directions:** For each task performed satisfactorily, place an “S” in the appropriate area. For each task performed unsatisfactorily, place a “U” in the appropriate area. Enter comments or notes to provide Crossing Guards additional feedback, particularly in “unsatisfactory” areas.

Two observations are recommended, each lasting a minimum of 30 minutes at the Crossing Guard’s assigned crossing location during shift hours. If the Crossing Guard performs duties during the morning and afternoon shift, one observation should be conducted in the morning and the other during the afternoon. Crossing Guards who do not perform all tasks listed satisfactorily during the observational assessment will continue to receive field supervision by the Crossing Guard supervisor. Once they are observed performing safe and consistent crossing procedures, another observational assessment may be conducted.

Performance Assessment Score (S/U)		Practical Training Skills Assessment Areas	Comments
First Observation	Second Observation		
		1. The Crossing Guard is wearing the appropriate uniform authorized by the Crossing Guard Local Program.	
		2. The Crossing Guard is utilizing the proper equipment (e.g., retroreflective vest, STOP paddle, whistle, gloves, etc.) as authorized by the Crossing Guard Local Program.	
		3. The Crossing Guard demonstrates understanding of school crossing signs, crosswalk markings, and traffic signals.	
		4. The Crossing Guard appears alert and attentive to potential hazards in or near the crossing location.	
		5. The Crossing Guard is attentive to the overall safety of crossing pedestrians and vehicular traffic.	
		6. The Crossing Guard is not engaging in any distracting behaviors (e.g., eating, drinking, using mobile devices, headphones, portable audio players, or reading books, magazines, newspapers, etc.).	
		7. The Crossing Guard is correctly positioned at the edge of the road, in front of student pedestrians, while performing curbside assembly.	
		8. The Crossing Guard makes sure student pedestrians remain on the sidewalk until they are told to cross.	
		9. The Crossing Guard properly positions herself or himself in the roadway for maximum vehicle visibility.	
		10. The Crossing Guard makes sure all oncoming vehicles have stopped before instructing student pedestrians to search for oncoming vehicles.	
		11. The Crossing Guard instructs student pedestrians to cross behind her/him.	
		12. The Crossing Guard remains in the intersection until all of the students have safely crossed the roadway.	

**Crossing Location:** \_\_\_\_\_

**First On-site Observation Date:** \_\_\_\_\_

**Second On-site Observation Date:** \_\_\_\_\_

**Time Observed:** \_\_\_\_\_

**Time Observed:** \_\_\_\_\_

**Trainer’s Signature:** \_\_\_\_\_

**Trainer’s Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Additional Comments:** \_\_\_\_\_



## JOB DESCRIPTION

**Job Title:** School Crossing Guard  
**Agency:** Police Department  
**Reports To:** Sergeant, Traffic Division

**Job Summary:** A School Crossing Guard assists children to safely walk or bicycle to and from school when crossing public roadways and intersections. School Crossing Guard identifies gaps in traffic and leads children across the roadway or intersection. School Crossing Guard does not direct traffic.

### Job Scope:

- Works under the School Crossing Guard Supervisor.
- Must wear agency uniform and utilize high visibility vest and agency approved STOP paddle at all times while on duty.
- Must demonstrate good judgment and follow instructions while providing for the safety of pedestrians.
- Must successfully complete the California School Crossing Guard Training and participate in refresher training courses at least once every two years.

### Physical Requirements:

- Must be able to lift and control a STOP paddle (weighing approximately five pounds) repeatedly.
- Must be able to stand and walk for extended periods of time, often on uneven terrain.
- Must be able to safely step on and off street curbs or roadway edges.
- Must be able to work outside in seasonal weather conditions.
- Must have good vision and hearing (e.g., clearly see and hear approaching vehicles, pedestrians, and traffic signals.)
- Must be able to communicate instructions clearly in English.

### Other Requirements:

- Must be at least 18 years of age.
- Must be self-motivated and reliable.
- Must be able to follow oral and written instructions.
- Must be able to be courteous with the general public.
- Must successfully complete the California School Crossing Guard Training and participate in annual refresher courses.
- Must submit to and successfully complete Department of Justice (DOJ) fingerprinting and background check. Must also maintain DOJ clearance.
- May be subject to drug and/or alcohol screening prior to and/or at random during employment.
- Must notify supervisor immediately of any temporary or long term accommodations needed due to limitations and/or restrictions regarding physical or mental inability to perform duties of the job.

This job description is not intended to be, and should not be construed to be, an all inclusive listing of responsibilities, skills, and/or working conditions affiliated with this position. While it is intended to reflect the position activities and requirements, the lead crossing guard agency reserves the right to modify, add, or remove duties and assign other duties as necessary.

**I have read and understand the Job Description and attest that I am able to perform the requirements of this position as outlined above.**

---

Signature

---

Print Name

---

Date

# APPENDIX A

**REQUEST FOR PROPOSAL**  
**VENDOR APPLICATION FORM**

TYPE OF APPLICANT:                     NEW             CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Year Business was Established: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION             FOR PROFIT CORPORATION

Is your business: (check one)

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION



**Names & Titles of Corporate Board Members**  
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Huntington Beach Business License Number: \_\_\_\_\_  
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: \_\_\_\_\_

# References of Work Performed Form

(List 5 local agencies)

Comany Name: \_\_\_\_\_

1. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Business: \_\_\_\_\_

2. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Business: \_\_\_\_\_

3. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Business: \_\_\_\_\_

4. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Business: \_\_\_\_\_

5. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Business: \_\_\_\_\_

# APPENDIX B

**SERVICE AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND \_\_\_\_\_  
FOR  
\_\_\_\_\_**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and \_\_\_\_\_, a California Limited Liability Company, hereinafter referred to as “Contractor.”

**Recitals**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of janitorial and porter services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

**1. Scope of Services**

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates \_\_\_\_\_, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

**2. City Staff Assistance**

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

**3. Compensation**

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) per year for any one year during the term of this Agreement, with a \_\_\_\_ year aggregate total not to exceed amount of \_\_\_\_\_ (\$\_\_\_\_\_).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

**4. Term**

Time is of the essence of this Agreement. The services of Contractor are to commence \_\_\_\_\_, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate \_\_\_\_\_, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

**5. Extra Work**

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

**6. Disposition of Plans, Estimates and Other Documents**

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

**7. Hold Harmless**

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

**8. Workers Compensation Insurance**

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

**9. General Liability Insurance**

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit,

the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

**10. Automobile Liability Insurance**

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

**11. Certificate of Insurance**

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

**12. Independent Contractor**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

**13. Conflict of Interest**

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

**14. Termination**

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

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

**15. Exclusivity and Amendment**

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



**16. Assignment**

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City’s prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City’s ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

**17. City Employees and Officials**

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

**18. Notices**

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor’s agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach  
Attn: \_\_\_\_\_  
2000 Main Street  
Huntington Beach, CA 92648

Contractor:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Consent**

When City’s consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

**20. Modification**

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

**21. Section Headings**

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

**22. Interpretation of this Agreement**

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

**23. Duplicate Original**

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

**24. Immigration**

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

**25. Legal Services Subcontracting Prohibited**

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City;

and City shall not be liable for payment of any legal services expenses incurred by Contractor.

**26. Confidentiality**

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

**27. Discrimination**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**28. Jurisdiction – Venue**

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

**29. Professional Licenses**

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

**30. Attorney's Fees**

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

**31. Survival**

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

**32. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

**33. Signatories**

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**34. Entirety**

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

**35. Effective Date**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_, a  
California limited liability corporation

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_  
Print name

ITS: (*circle one*) Chairman/President/  
Vice President

\_\_\_\_\_

City Clerk

**AND**

By: \_\_\_\_\_

INITIATED AND APPROVED:

\_\_\_\_\_  
Print name

ITS: (*circle one*) Secretary/Chief Financial  
Officer/Asst. Secretary-Treasurer

\_\_\_\_\_

Director of \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

REVIEWED AND APPROVED:

\_\_\_\_\_

City Manager

# APPENDIX C

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p><b>Contractors:</b> Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.</p>	<p>Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible. (See Note 1 below.)</p>	<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.)</p>			<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.)</p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)</p>
<p><b>Permittees:</b> Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.</p>						
<p><b>Vendors:</b> Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.</p>						
<p>Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached.</p>						
<p>Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p><b>Design Professionals:</b> Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p>			<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>			
<p><b>Professional Services:</b> Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>						
<p>Claims made policies are acceptable if the policy further provides that:</p> <ol style="list-style-type: none"> <li>1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).</li> <li>2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.</li> <li>3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.</li> <li>4) The reporting of circumstances or incidents that might give rise to future claims.</li> </ol>						



## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p><b>Licensees/Lessees:</b> Any persons or entities who contract with the City for the use of public property.</p>		<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible.</p> <p><i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i></p>		<p>Full replacement cost with no coinsurance penalty provision.</p>	<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i></p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i></p>
<p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

## CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

*Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.*

*Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.*

Vendor Type	Minimum Insurance Requirements
	Professional Liability
<p><b>Design Professionals:</b> Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p>	<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>
<p><b>Professional Services:</b> Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>	

Claims made policies are acceptable if the policy further provides that:

- 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
- 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
- 4) The reporting of circumstances or incidents that might give rise to future claims.