

AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH
AND ALL CITY MANAGEMENT SERVICES, INC.
FOR CROSSING GUARD SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of June, 2024, by and between the CITY OF HUNTINGTON BEACH a municipal corporation, hereinafter called the "City," and ALL CITY MANAGEMENT SERVICES, INC., hereinafter referred to as "Contractor."

WHEREAS, City desires to engage the services of a Contractor to provide crossing guard services.

WITNESSETH

The parties hereto have mutually covenanted and agreed 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 sometime hereinafter be referred to as the "Project."

Contractor hereby designates Baron Farwell 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

The City's representative in dealing with the Contractor shall be designated by the City of Huntington Beach Police Department.

3. TERM: TIME OF PERFORMANCE

The services of Contractor are to commence June 30, 2024. This Agreement shall expire three (3) years from the Commencement Date, unless sooner terminated as provided therein. All tasks specified in this Agreement shall be completed no later than three (3) year from the Commencement Date of this Agreement. This schedule may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

4. COMPENSATION

In consideration of the performance of the services described therein, City agrees to pay Contractor on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement.

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. METHOD OF PAYMENT

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

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 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 if and to the extent caused by the 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, which approval will not be unreasonably withheld or conditioned. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation if Contractor unreasonably fails to promptly assume City's defense. 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. 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. 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 or in connection with the Project, 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) for this Project. 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 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" in excess of Five Thousand Dollars (\$5,000) or any other similar form of limitation on the required coverage, without the prior written consent of City.

10. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED ENDORSEMENTS

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

1. provide the name and policy number of each carrier and policy;
2. state that the policy is currently in force; and
3. promise to provide that such policies will not be canceled or modified without thirty (30) days' prior written notice of City.

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

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

Contractor shall provide a separate copy of the additional insured endorsement to each of Contractor's insurance policies, naming City, its officers, elected and appointed officials, employees, agents and volunteers as Additional Insureds, to the City Attorney for approval prior to any payment hereunder.

11. 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.

12. TERMINATION OF AGREEMENT

Either party shall have the right to cancel this Agreement by giving ninety (90) days written notice to the other.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by Contractor to any other person or entity without the prior express written consent of City. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subcontractors must satisfy the insurance requirements as set forth in this Agreement.

14. 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.

15. NOTICE

Except as otherwise provided herein, all notices required this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices may be sent by either facsimile or U.S. Mail. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by facsimile shall be deemed received on the date of the facsimile transmission.

TO CITY:

City of Huntington Beach Police Department
Attn: Ryan Reilly
2000 Main Street
Huntington Beach, CA 92648

TO CONTRACTOR:

All City Management Services, Inc.
Attn: David Mecusker
10440 Pioneer Blvd., Ste. 5.
Santa Fe Springs, CA 90670

16. 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.

17. MODIFICATION

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

18. 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.

19. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

Contractor
ALL CITY MANAGEMENT SERVICES,
INC.

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

By: Demetra Farwell
Demetra Farwell

Mayor

print name

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

City Clerk

AND

INITIATED AND APPROVED:

By: _____

Police Chief

print name

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

APPROVED AS TO FORM:

REVIEWED AND APPROVED:

City Attorney

City Manager

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONTRACTOR shall provide crossing guard services for the City of Huntington Beach.

B. CONSULTANT'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.

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 hours of work or locations.

4. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.

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 as 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 this Agreement and the laws and codes of the State of California and the City of Huntington Beach.

7. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Huntington Beach pertaining to general pedestrian safety and school crossing areas.

8. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the 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 hand held Stop signs and any other safety 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 guards employees.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. The City will provide to the Contractor the locations of existing legally designated crossing guard locations.

2. The City will provide to the Contractor the locations and names of schools and events requiring the presence of crossing guards.

3. The City will provide to the Contractor timely notification of the addition or deletion of designated crossing locations.

D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the City of Huntington Beach Crossing Guard Program.

Hourly Rate 2024-25: Thirty-One Dollars and Fifty-Three cents (\$31.53) per hour, per guard. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below.

Hourly Rate 2025-26: Thirty-Three Dollars and Eleven cents (\$33.11) per hour, per guard.

Hourly Rate 2026-27: Thirty-Four Dollars and Sixty-Five cents (\$34.65) per hour, per guard.

B. Travel. Charges for time during travel are not reimbursable

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.