AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
FOR CROSSING GUARDS

This Amendment Number One ("Amendment") is made and entered into this __ of August, 2016, ("Effective Date") by and between the CITY OF COSTA MESA, municipal corporation ("City") and ALL CITY MANAGEMENT SERVICES, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into the Professional Services Agreement for Crossing Guards on December 17, 2012, (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for an initial term through September 6, 2016, with the option for City to renew the Agreement for up to three (3) periods of one (1) year each; and

WHEREAS, City desires to exercise the first renewal and provide for compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is renewed through September 6, 2017.

2. The Fee Schedule attached to the Agreement as Exhibit D is amended to include an hourly billing rate of $15.85 for School Year 2016-2017.

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Chief Executive Officer

_____ Date: _____
Department Head

CONSULTANT

_____ Date: _____

Signature

_____

Name and Title

_____

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: 07/22/16

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

APPROVED AS TO PURCHASING:

_____

Interim Finance Director

ATTEST:

_____

City Clerk

PROFESSIONAL SERVICES AGREEMENT
FOR CROSSING GUARDS

THIS AGREEMENT is made and entered into this 17th day of December, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant provide crossing guard services at various locations in the vicinity of several schools in the Newport-Mesa Unified School District as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A," Consultant's Response to City's RFP (the "Response"), attached hereto as Exhibit "B," and the Scope of Services, attached hereto as Exhibit "C," all incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule").

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of forty five (45) months, ending on September 6, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City has the option to renew up to three (3) additional terms of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
All City Management Services 10440 Pioneer Boulevard, Suite 5 Santa Fe Springs, CA 90035	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

Tel: 310-202-8284	Tel: 714-754-5017
Fax: 310-202-8325	Fax: 714-754-
Attn: Baron Farwell	Attn: David Cho

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be

and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: 3/27/13
Chief Executive Officer of Costa Mesa

_____ Date: 3.25.13
Department Director

CONSULTANT

_____ Date: 2/26/13
Signature

BARON FARWELL, PRESIDENT
Name and Title

95-3971517
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: 03/14/13
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: 3-12-13
Risk Management

APPROVED AS TO CONTENT:

_____ Date: 3-5-13
Project Manager

(13)

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

June 27, 2011

Baron Farwell, General Manager
All City Management Services
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

SUBJECT: CROSSING GUARD SERVICES - REQUEST FOR PROPOSALS

Dear Mr. Farwell:

The City of Costa Mesa is seeking proposals from qualified firms for Crossing Guard services at various locations in the vicinity of several schools in the Newport-Mesa Unified School District (NMUSD). The intent of this Request for Proposals (RFP) is to retain a qualified and professional firm to provide Crossing Guard services for the City of Costa Mesa.

Scope of Services

The selection of a Contractor for Crossing Guard Services shall be contingent on compliance with all contractual documentation, insurance requirements, and the firm's acceptance of the attached Scope of Services (Attachment 1). The Contractor's services will be employed to provide quality service in monitoring, supervising, and assuring the safety of pedestrians and bicyclists at designated intersections before and after school. It will be the Contractor's duty to provide the highest-quality service to safely guide and assist pedestrians and bicyclists to and from school.

The Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City.

Examination of Work Areas

The City requires the services of sixteen (16) Crossing Guards at fourteen (14) locations. Two locations require the services of two Crossing Guards due to high pedestrian activity. Crossing guard locations and schedules are provided as Attachment 2 and a map is provided as Attachment 3. It shall be the Contractor's responsibility to thoroughly review the locations to fully understand existing conditions prior to submitting a proposal. Note the number of Crossing Guards may be increased or decreased solely at the City's discretion as budget constraints allow.

Qualifications

Contractor shall submit satisfactory evidence to the City that they have provided, or are currently providing Crossing Guard services similar to the operation described herein. If Contractor has no experience in providing and managing Crossing Guard services, then sufficient evidence of experience in comparable fields and employment of qualified personnel to administer and perform Crossing Guard services described herein must be shown.

1. Work History/Experience: In order to determine the eligibility, Contractors shall submit a work history for the last five years listing other public agencies for whom the Contractor has provided similar services, including a description of services provided, year completed, cost, and agency/client name along with the agency contact person name, address, fax, and telephone number. Services rendered for other agencies will be subject to verification by the City. Contractors without experience herein described, but with sufficient experience in a comparable field, should show that they will have responsible management personnel who are qualified to plan, supervise, direct, and operate the services specified to the City's satisfaction.

2. Key Personnel: Contractors shall include a listing, with qualifications, of key personnel who have had experience in supervising Crossing Guard services in a public school setting, and other employees who will be associated with the services. The Contractor shall be responsible for all background checks for the persons employed to perform this service. An organization chart and staffing plan identifying managing and supervisory personnel and a brief resume on each individual (two pages max per person). Identify the area supervisor with a detailed resume and the individual authorized to negotiate the contract on behalf of your firm.

3. Financial Responsibility: Contractors shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources to perform the services required by these specifications. No contract will be awarded to any Contractor who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary financial resources to provide the services in strict accordance with the specifications.

Content of Proposal

It is requested that the following be submitted with your proposal:

1. Scope of Services - provide a review of proposed Crossing Guard services and your understanding and willingness to comply with the attached Scope of Services (Attachment 1). Discuss the methods and procedures that will be used in providing Crossing Guard services as required in Scope of Services.

2. Examination of Locations - provide a review of the Crossing Guard locations and schedules and your firm's understanding of existing conditions and operational characteristics of each location.

3. Qualifications – provide a detailed discussion of each section of Qualifications listed above.

4. Compliance with Professional Services Agreement (PSA) requirements (see Attachment 4, sample standard PSA).

5. Submit a copy of Employee Handbook for Crossing Guard employees.

6. Submittal of **three (3)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted separately. The fee schedule should show the hourly cost of

services and the maximum number of chargeable hours per day for each Crossing Guard based on the schedule provided in Attachment 2. An annual cost shall also be provided. Note that a typical school year contains approximately 180 school days in session from September through June. Crossing Guard services in the summer are not provided.

Term of Professional Services Agreement

The term of the professional services agreement shall be for one (1) year commencing on September 1, 2011. The professional services agreement shall automatically renew for four additional terms of one (1) year each at the sole discretion of the City based on satisfactory performance.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing** prior to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that a contract will be awarded. All costs incurred in the preparation of the proposal, or submission of additional information and/or in any other aspect of the proposal prior to award, shall be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this RFP shall become the property of the City.

Enclosed is the City Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for Crossing Guard services, please forward to the City of Costa Mesa, Transportation Services Division, 4th Floor of City Hall, **on or before 5:00 PM, July 15, 2011.** If additional information is required, please call David Cho, Assistant Engineer, at (714) 754-5017.

Sincerely,

Raja Sethuraman

Raja Sethuraman
Transportation Services Manager

DC

Attachments: 1 - Scope of Services
2 - Crossing Guard Locations & Schedules
3 - Map of Crossing Guard Locations
4 - Sample Professional Services Agreement

c David Cho, Assistant Engineer

SCOPE OF SERVICES

A. Employees and Service Hours

City shall provide to Contractor with a schedule indicating all of the designated crossing locations and the hours that Contractor is to provide Crossing Guard Services at each location. This schedule is subject to change upon thirty (30 days' written notice to Contractor; except that at the discretion of City, one of more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. Contractor shall also 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.

B. Employee Selection Procedure

1. Background investigation: Pursuant to Education Code § 45125.1, Contractor shall have background investigations performed of all applicants being considered for hire or, for employees who have not previously submitted fingerprints, who will work as a Crossing Guard under this Agreement. The background investigation shall include, but not be limited to, verification that each individual who will work as a Crossing Guard under this Agreement is not a felon, has no dangerous criminal history, nor has been prosecuted for sex or drug related offenses.

2. Effective communication skills: Each individual who will work as a Crossing Guard under this Agreement shall be able to effectively communicate in English, both verbally and in written form.

3. Physical and mental health: Each individual who will work as a Crossing Guard under this Agreement must be in good physical and mental health.

C. Site Supervision

1. Contractor shall provide one (1) site supervisor ("Site Supervisor") to supervise all personnel in the performance of this Agreement. The Site Supervisor shall participate in all training programs provided by Contractor. Said training shall be substantially similar to that of the Crossing Guards, except that the Site Supervisor's training shall include instruction in time keeping, report writing and supervisory techniques.

2. The Site Supervisor shall also be responsible for recruiting and training personnel, overseeing the scheduling for all crossing locations, conducting safety inspections, coordinating safety assemblies and responding to and remedying any problems and complaints.

3. The Site Supervisor shall visit each site under his/her supervision at least three (3) times a week and each school participating in the program at least once a month.

D. Management Report

1. Contractor shall submit a management report to City's Department of Public Services, Transportation Services Division each month, reflecting the activities in the program during the previous month. This report will include, but not be limited to, the following items:

   a. Time summary sheet reflecting sites worked, days and hours worked and identification of personnel working (regular and alternate guards).

   b. Program related matters, including:

      (1) Problems and recommended solutions.

      (2) Incidents and activities involving Crossing Guards and program personnel.

      (3) Special programs held at schools.

E. Performance

1. Each year, participating schools will be asked to evaluate Contractor's performance. Contractor shall forward a copy of each evaluation to City with the next regular monthly management report, but no later than July 1 of that year. The evaluation shall include a critique of the Crossing Guards including, their appearance, attitude, punctuality, ability to communicate and interact with the children and overall performance. The participating schools' responses the evaluation will be closely analyzed by City and may be grounds for termination of the Agreement. City will require immediate remedial action on any ratings that are less than satisfactory.

2. The Crossing Guard personnel shall also be evaluated on an annual basis by the Site Supervisor. The evaluations will serve as a tool to inform the individual Crossing Guards as to areas of superior or acceptable performance, areas of needed improvement and the steps to take to ensure that the necessary improvement occurs.

3. Meetings will be held twice a year between City's representative and the Site Supervisor to evaluate and discuss the ongoing program. During each meeting, a review will be made of any incidents or problems that have occurred during the program year.

4. To ensure that the Site Supervisor is effectively performing his/her duties, City's representative may, from time to time, monitor the Site Supervisor's activities and conduct site audits. The site audit may include visitation of sites and review of the daily reports completed by the Site Supervisor.

F. Crossing Guards' Duties and Scope of Training

All Crossing Guards shall be trained to perform at least the following functions:

1. Halt vehicles when necessary by mechanical and hand signals to permit children to cross the road safely.

2. Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely.

3. Report license numbers of motor vehicles whose drivers violate traffic laws or Crossing Guard instructions to the Costa Mesa Police Department.

4. Make children aware of the elements of the traffic safety and operations of pedestrian controls.

5. Conduct themselves in accordance with the conditions of the Professional Services Agreement, the laws of the State of California, California Vehicle Code, the Manual of Uniform Traffic Control Devices (MUTCD), and the Costa Mesa Municipal Code.

G. Materials and Supplies

Contractor shall provide each Crossing Guard with apparel by which they are readily visible and easily recognized as Crossing Guards, which shall be worn at all times while performing duties pursuant to the Professional Services Agreement and which shall include, but not be limited to, at least the following materials and supplies:

1. Hand-held, regulation size stop sign.

2. Brightly colored, traffic safety vest.

3. Yellow rain suit for use in inclement weather.

CITY OF COSTA MESA
Crossing Guard Locations & Schedule

Index	School	Main Street	Cross Street	Number of Crossing Guards	Schedule			
					Monday-Friday excluding Wednesday		Wednesday*	
					Start	End	Start	End
1	California Elementary & TeWinkle Middle Schools	Gisler Avenue	California Avenue	1	7:30 2:30	8:50 4:05	7:30 9:05 1:20 3:20	8:25 9:50 2:05 4:05
2	Kaiser Elementary	Santa Ana Avenue	Rose Lane	1	7:55 2:55	8:50 3:40	7:55 1:25	8:50 2:15
3	Kaiser Elementary	Santa Ana Avenue	21st Street	1	7:55 2:55	8:50 3:40	7:55 1:25	8:50 2:15
4	Kaiser Elementary	Santa Ana Avenue	22st Street	1	7:55 2:55	8:50 3:40	7:55 1:25	8:50 2:15
5	Killybrooke Elementary	Killybrooke Lane	Stonefield Street	1	7:45 2:50	8:50 3:35	7:45 1:20	8:50 2:05
6	Mariners Elementary	Irvine Avenue	Magnolia Avenue (at Pedestrian Signal)	1	8:00 2:55	8:50 3:45	8:00 1:55	8:50 2:45
7	Newport Heights Elementary	Santa Ana Avenue	Palmer Street	1	7:30 2:35	8:15 3:20	7:30 1:05	8:15 1:50
8	Paularino Elementary	Paularino Avenue	Coolidge Avenue	1	7:35 2:05	8:25 2:50	7:35 2:05	8:25 2:50
9	Pomona Elementary	Pomona Avenue	Hamilton Avenue	2	7:15 2:05	8:05 2:50	7:15 12:35	8:05 1:20
10	Victoria Elementary	Victoria Street	American Avenue	1	7:50 2:35	8:40 3:20	7:50 1:35	8:40 2:20
11	Wilson Elementary	Placentia Avenue	Wilson Street	2	7:30 2:35	8:30 3:20	7:30 12:45	8:30 1:50
12	Whittier Elementary	Placentia Avenue	18th Street	1	7:15 2:10	8:05 3:00	7:15 12:50	8:05 1:40
13	Whittier Elementary	Monrovia Avenue	18th Street	1	7:25 2:05	8:15 2:55	7:25 12:45	8:15 1:30
14	Woodland Elementary	21st Street	Garden Lane	1	7:50 2:45	8:40 3:35	7:50 1:15	8:40 2:00
			Total:	16				

(2)

*Early release on Wednesdays.

CITY OF COSTA MESA
CROSSING GUARD LOCATIONS

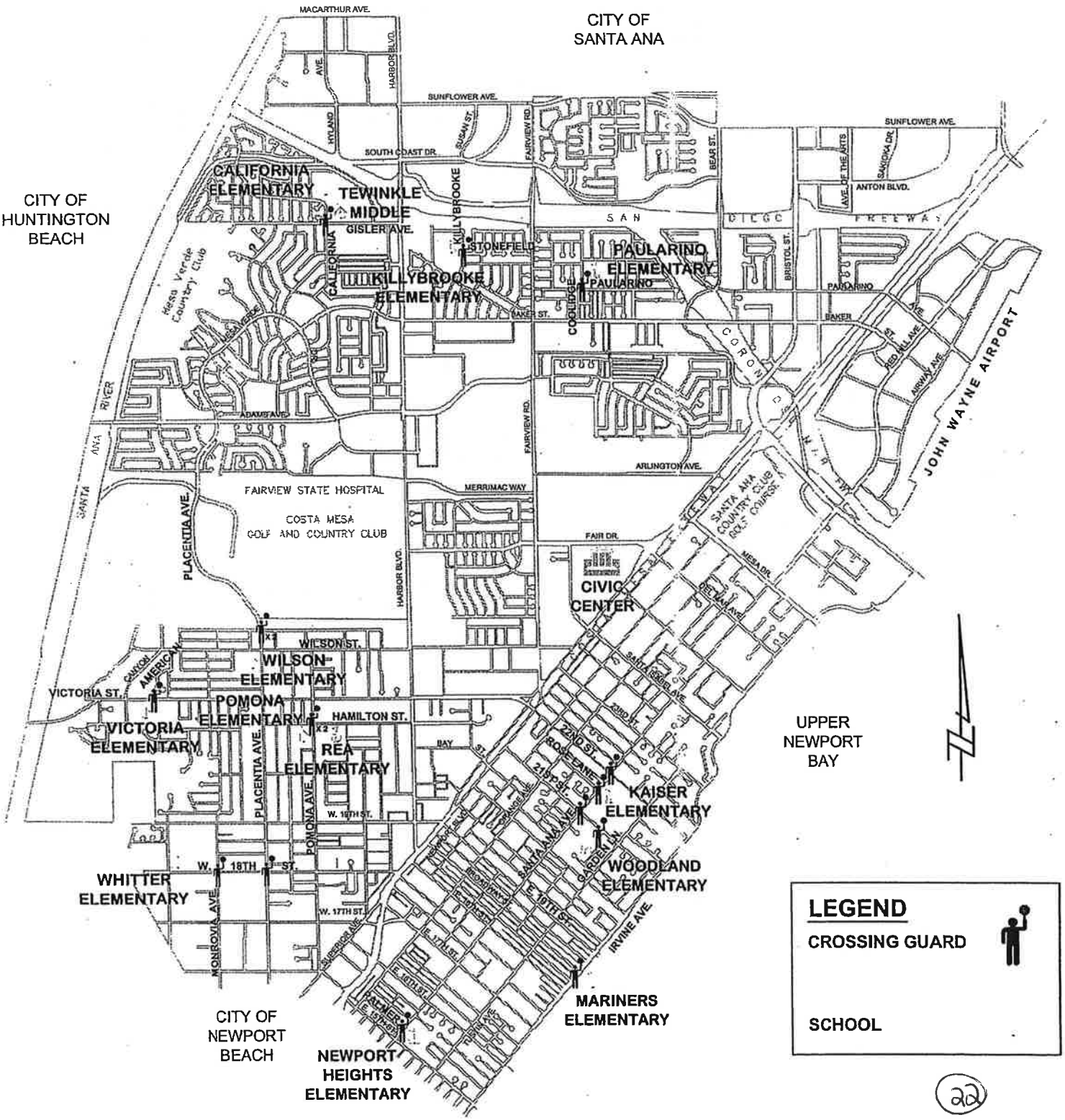

EXHIBIT B

RESPONSE

ALL CITY MANAGEMENT SERVICES

All City Management Services, Inc.

Proposal for

School Crossing Guard Services

for the

City of Costa Mesa

Submitted on: July 15, 2011

Submitted to: David Cho, Assistant Engineer

Submitted by: Baron Farwell, General Manager

(24)

ALL CITY MANAGEMENT SERVICES

July 15, 2011

David Cho, Assistant Engineer
City of Costa Mesa
Transportation Services Division, 4th Floor, City Hall
City of Costa Mesa, CA 92628

Re: Crossing Guard Services Request for Proposal

Mr. Cho:

On behalf of All City Management Services, Inc. (**ACMS**), we are pleased to have the opportunity to submit our Proposal for Services to the City of Costa Mesa. Having successfully contracted with the City for over 10 years we are intimately familiar with the specific challenges and needs of the Costa Mesa Crossing Guard Program.

We have received the Request for Proposal (RFP) and the supporting documents. Having reviewed all the terms and conditions of the aforementioned RFP, the Scope of Services and supporting documents, we agree to the terms and requirements as set forth therein. We further propose to perform and complete the work as required in the aforementioned documents should we be rewarded the contract.

ACMS is a California Corporation, incorporated 26 years ago. We are the only Corporation specifically and exclusively providing School Crossing Guard Services in California. Currently we employ over 2,300 School Crossing Guards serving over 125 public agencies.

As a "*Crossing Guard Company*" our management, supervision and safety training procedures clearly distinguish ACMS from any other company. We offer our excellent safety record in the City of Costa Mesa as evidence of both our training and effective management of this program.

Should our bid and qualifications be acceptable as President and General Manager of ACMS, I am duly authorized to negotiate and enter into a binding agreement with the City of Costa Mesa on behalf of All City Management Services, Inc.

Sincerely,

Baron Farwell, General Manager

Project Staffing

We have developed a comprehensive plan for recruitment of new Crossing Guards. As a part of our staffing strategy we maintain a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to the Costa Mesa Program. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards.

Once personnel are accepted we conduct a background investigation which includes clearance through the Department of Justice. Cleared personnel then begin the training process with their Area Supervisor. The training program is outlined in the **Scope of Training** section of this proposal.

Area Supervisors are responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards:

- Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards

- We require any guard not reporting for duty to notify the Area Supervisor as early as possible and at least one (1) hour prior to their starting time.

- Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by the irresponsible act of failing to call or show for duty.

- Another strategy we put in place was to form Area Supervisor "Teams." Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together regularly. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Scope of Training

Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations and responsibilities of a School Crossing Guard. To that end, we have consolidated over 25 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training program.

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation and possibly show a training video. Our training goal for this initial session will be to consolidate our fundamental procedures and policies into a 1 to 2 hours time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques and policies.

Another effective training tool we will use during this session is our **Field Training Card(Exhibit "A")**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures. At the conclusion of the initial training session we: review the work schedule, issue equipment, process and issue picture ID Cards, confirm receipt of contact and call-off procedures.

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation (Exhibit "B")** 30 to 60 days after their initial employment.

The Area Supervisor or a Safety Supervisor conducts Site Performance Evaluations at the intersection the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation." This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days by another Area Supervisor or Safety Supervisor.

Within the first year of employment all Crossing Guards must also complete **Certification.** This is a two-part test consisting of a written test **(Exhibit "C")** and a field observation. Each employee must receive a score of 74% or better to successfully pass the written portion of the test.

ALL CITY MANAGEMENT SERVICES

Qualifications and Project Experience

ACMS is the largest private company providing School Crossing Guard services. We currently serve over 135 cities, counties and school districts. We have successfully privatized both large and small Crossing Guard Programs, currently employing over 2,400 Crossing Guards and 90 Area Supervisors, 12 Regional Managers, 4 Operations Managers and an Orange County based Director of Operations.

Our ability to service the City of Costa Mesa's Crossing Guard program is uniquely supported by the surrounding cities and areas we service including the cities of Huntington Beach, Santa Ana, Newport Beach, and Fountain Valley. Throughout our tenure with Costa Mesa we have utilized Crossing Guards from these areas to staff and support the Costa Mesa program.

One defining issue that distinguishes ACMS is that we are the only company that exclusively provides School Crossing Guard Services. It is this single-mindedness that has helped us to focus our management, supervision, training, rewards and recognition on this unique occupation of School Crossing Guards. Ultimately, our clients become the beneficiaries of our single-minded approach toward this industry.

We have included a short list of 6 public agencies we have provided School Crossing Guard services for in the last 5 years. As mentioned earlier we currently provide service for over 125 public agencies. For each agency we work with we assume complete responsibility for all aspects of managing the Crossing Guard Program.

1. **Anaheim Police Department**
   Nancy Galicinao
   425 S. Harbor Blvd.
   Anaheim, CA 92805
   714.765.1862
   Service from 2007 to present

2. **Fremont Police Department**
   Lieutenant Mark Riggs
   2000 Stevenson Boulevard
   Fremont, CA 94537
   510.790.6913
   Service from 2006 to present

3. **Colton Joint Unified School District**
   Rick Feinstein, Director of Transportation
   1212 Valencia Drive
   Colton, CA 92324
   909.580.5000
   Service from 1992 to Present

4. **Fremont Police Department**
   Lieutenant Mark Riggs
   2000 Stevenson Boulevard
   Fremont, CA 94537
   510.790.6913
   Service from 1999 to present

5. **City of Huntington Beach**
   Sergeant John Haught
   2000 Main Street
   Huntington Beach, CA 92648
   714.374.1534
   Service from 2007 to present

6. **Pleasant Hill Police Department**
   Lieutenant John Moore, Patrol Division
   330 Civic Drive
   Pleasant Hill, CA 94523
   925.288.4600
   Service from 2004 to present

Key Personnel

Our operational management team consists of Field Supervisors, Area Supervisors, Safety Supervisors, Assistant Operations Managers, Operations Managers and the Director of Operations. Here is a brief synopsis of each team member's responsibilities.

Field Supervisors: work under the direction of the Area Supervisor. They may train new hires, do site visits, conduct Site Performance Evaluations and/or retrain Crossing Guards. Area Supervisors have the authority to use Field Supervisors in a variety of ways to extend their supervisory ability.

Area Supervisors: handle from 1 to 80 Crossing Guards depending upon the schedules, density and geographical distribution of the sites in their area. They typically hire, train and staff for all the sites they oversee. Supervisors are responsible for insuring each employee receives the Site Performance Evaluations and completes the written portion of the Certification Test. Area Supervisors are the first line of communication for the schools, school districts and in some cases the client. All Supervisors report directly to the Assistant Operations Manager or the Operations Manager.

Safety and Training Managers: Are usually promoted from either a Crossing Guard or Supervisor position by the Operations Manager. They assist in the development and implementation of Training and Safety Certification. They assist Area Supervisors in conducting Site Performance Evaluations. Safety Supervisors often perform random safety inspections under the direction of the Assistant Operations Manager.

Assistant Operations Managers (AOM): Work under the direction of the Operations Manager to provide training and support for all supervisory personnel. Assists in the hiring of all Supervisors and Field Supervisors. AOM assists in the development and implementation of training plans and procedures. AOM's oversees the day to day functions of Area Supervisors and reports directly to the Operations Manager.

Operations Managers (OM): are responsible for the development and implementation of all training programs, safety instruction and information. OM's assists in hiring all Supervisors and confirms the promotion of all Field and Safety Supervisors. They provides the initial training and orientation for all new programs. OM's oversee the day to day activities of all the Assistant Operations Managers.

Director of Operations: Responsible for the overall operations and client compliance of all Crossing Guard programs. Trains, hires and oversees the day to day activities of all Assistant Operations Managers and Operations Managers. The Director works with safety and Training Supervisors and Operations Managers in the development and implementation of all training programs and techniques. (See Resume **Exhibit "D"**).

Financial Ability

We bank with Comerica Bank which extends us a $2.2 million dollar line-of-credit. Our contact at the bank is:

Susie Choi, Assistant Vice President
Comerica Bank
301 E. Ocean Blvd. Suite #102
Long Beach, CA 90802
Office: 562.590.2590 Fax:562.590.2503 – ✉- shchoi@comerica.com

We also banked 20 years with Bank of America our contact with B of A is:

Angela Meadows, VP Client Manager
Bank of America
333 South Hope St, 24th floor
Los Angeles, CA 90071
Office: 213.345-3035 angela.meadows@baml.com

Our Insurance Broker for the past 15 years has been ISU Curry Insurance. They have brokered our Liability Insurance and Worker's Compensation Insurance:

Scott Curry
ISU Curry Insurance Agency
489 E. Colorado Blvd.
Pasadena, CA 91101
Direct 626.449.3870 Fax 626-449-5268 scott@isucurry.com

EXHIBIT " A "

ALL CITY MANAGEMENT SERVICES, INC.

FIELD TRAINING CARD

1. Cross all pedestrians who allow you to cross them safely. If they follow your instructions, they can be crossed safely.
2. Give all pedestrians instructions to wait until called.
3. Give all pedestrians instructions to look both ways.
4. Give students instructions to walk bikes, skateboards, etc.
5. Wait for ped signal or break in traffic before leaving curb.
6. Look LEFT-RIGHT-LEFT before leaving curb.
7. Before leaving the curb give peds verbal instructions to wait until called. Also hold up your free hand in a STOP command to all peds including those on opposite side of the street.
8. As you leave the curb, turn towards peds AGAIN and repeat instructions to wait. Continue to show STOP command to all peds including those on opposite side of street.
9. When safe to do so, bring pedestrians into crosswalk with verbal command only – no hand signals to move forward.
10. Maintain position primarily along the edge of the crosswalk nearest to and facing the center of intersection.
11. Always use two-handed cross with sign over head and free hand extended horizontally and showing the STOP signal.
12. Prevent vehicles from entering crosswalk with extra attention to the dangers of vehicles that are turning.
13. Continue to keep the crosswalk secured until all peds have reached the safety of the sidewalk.
14. Use whistle for EMERGENCY only – one long LOUD blast.
15. Never direct traffic – all visible signals must be STOP only.

REV: 8-09

EXHIBIT "B"

All City Management Services, Inc.

Site Performance Evaluation

☐ 10-day New Hire

Status: REG ALT

Employee Name _____ Dept Code _____

0 = **SELDOM:** Employee seldom performs the task at an acceptable level to meet position standards. Improvement in performance is mandatory.

5 = **USUALLY:** Employee usually performs the task at an acceptable level to meet position standards. Performance demonstrates understanding of duties but improvement is necessary.

10 = **ALWAYS:** Employee consistently performs the task at a level that meets position standards. Performance is fully acceptable and demonstrates commitment to duties.

A. MANDATORY COMPLIANCE (must score "ALWAYS" on 1-10 or receive FAIL grade)	**0**	**5**	**10**
1. Does guard cross all pedestrians who will allow themselves to be crossed safely?			
2. Does guard attempt to hold all pedestrians to curb on both sides of the street until guard takes control of the crosswalk?			
3. Does guard make second attempt to hold to the curb those pedestrians who do not comply with the first attempt?			
4. Does guard enter the intersection far enough to assume and maintain control of the crosswalk?			
5. Does guard have all pedestrians safely on the sidewalk before giving up control of the crosswalk?			
6. Is guard alert, attentive (no phone, reading, visitors, etc.) and at the crosswalk when not actively crossing?			
7. Does guard refrain from using hand signals (other than stop) and give only voice commands to pedestrians?			
8. Does guard refrain from directing traffic under all circumstances?			
9. Is guard wearing company-issued hat with logo?			
10. Is guard otherwise properly uniformed (clean/closed vest, ID badge, proper shoes and clothing)?			
B. PEDESTRIAN CONTROL	--	--	--
1. Are all pedestrians given clear instructions to wait until called and to look both ways before leaving the curb?			
2. Does guard control use of bicycles, scooters, skateboards and/or rollerblades in crosswalk?			
C. INTERSECTION CONTROL	--	--	--
1. Does guard wait for prompt signal or adequate break in traffic before starting the cross?			
2. Does guard look left-right-left for vehicles before stepping from curb?			
3. Does guard continue to look in all directions for vehicles approaching the crosswalk during the entire cross?			
4. Does guard maintain position primarily at edge of the crosswalk nearest to and facing the center of the intersection?			
5. Does guard use two-handed cross with free hand extended in STOP signal to control pedestrians and vehicles?			
6. Does guard hold the STOP sign high above their head for entire time they are in the intersection?			
D. PERSONAL CONDUCT	--	--	--
1. Does guard report to work on time and remain at their location for the entire scheduled shift?			
2. Does guard give adequate notice in advance of requesting time off?			
3. Does guard demonstrate the necessary strength and agility to perform job safely?			

SCORE: **Above Average** = 190 to 210 points **Average** = 150 to 185 points **Fail** = Below 150 points

NOTE mandatory compliance statement in Section A. Also, may not earn "Above Average" rating if evaluation contains any "0's"

TOTAL ☐

COMMENTS:

I have discussed the above performance evaluation with my supervisor. I understand that if I disagree with its contents, I may submit a letter to the Main Office stating my objections (see Employee Handbook for further details).

Employee's Signature _____ Date _____ Supervisor's Signature _____ Date _____

INITIAL	
	On this date my supervisor and I discussed the potential for trip and fall injuries and I was reminded to always use the curb cuts. **I understand I should periodically check for potential safety hazards and report them to my supervisor and/or complete and submit the Injury and Illness Prevention Program form supplied in my Employee Handbook.**

REV: 08/10

EXHIBIT "C"

FINAL GRADE: _____%

ALL CITY MANAGEMENT SERVICES, INC.

SCHOOL CROSSING GUARD CERTIFICATION – Part One

PRINT YOUR NAME _____ TODAY'S DATE _____

YOUR SUPERVISOR'S NAME _____ CITY WHERE YOU WORK _____

1. **In addition to the Identification Badge and whistle, what three items are issued by the company to every Crossing Guard and must be used AT ALL TIMES while on duty?**
   a.
   b.
   c.

2. **Crossing Guards must give two different safety instructions to all pedestrians before they enter the crosswalk. List those two instructions:**
   a.
   b.

3. **Crossing Guards should enter the intersection**
   a. before the pedestrians enter the crosswalk
   b. at the same time as pedestrians enter the crosswalk
   c. following pedestrians into the crosswalk at a safe distance

4. **Crossing Guards should be positioned in the crosswalk**
   a. along the edge of the crosswalk nearest to (and facing) the center of the intersection
   b. along the edge of the crosswalk and facing the pedestrians

5. **Crossing Guards must cross**
   a. only elementary school children attending the school they are assigned to
   b. all pedestrians who allow the guard to cross them safely
   c. only unaccompanied students and mothers with small children

6. *For this question, circle ALL answers that are correct.*
   Crossing Guards who are requesting to be absent from their duties
   a. Must request the time off from their supervisor as soon as possible
   b. Must request time off at least 48 hours in advance to qualify for a "Request for Time Off"
   c. Will be charged with an "Absence" if requesting time off with less than 48 hours notice

EXHIBIT "C"

CROSSING GUARD CERTIFICATION
Part One – Page Two

7.	True or False	Crossing Guards may read while on duty.
8.	True or False	Crossing Guards must always park their car legally.
9.	True of False	Crossing Guards should sound their whistle only for emergency purposes.
10.	True or False	Crossing Guards should give easily visible hand signals to pedestrians to call them into the street.
11.	True or False	In some situations Crossing Guards may need to direct traffic to proceed through the intersection.
12.	True or False	All students must be given instructions to walk their bikes and/or skateboards through the intersection.
13.	True or False	As soon as all pedestrians are out of the crosswalk, Crossing Guards should lower their sign.
14.	True or False	Crossing Guards must be fully uniformed and visible at their site for their entire shift.
15.	True or False	Crossing Guards may leave their site once they know all students have crossed.
16.	True or False	Crossing Guards may reward students with candy.
17.	True or False	Crossing Guards are not allowed to have anyone socialize with them during working hours.
18.	True or False	Crossing Guards who are injured while on duty must contact their supervisor as soon as possible even if the injury is a minor one.
19.	True or False	Crossing Guards must always look LEFT, RIGHT, LEFT before leaving the curb.
20.	True or False	Crossing Guards should periodically inspect their place of work for possible safety hazards (report hazards to supervisor) and always use curb cuts when stepping off and on the curb.

HOW TO SCORE: Multiply total wrong answers x 4 points to get total points missed _____

Subtract total points missed from 100 to get final grade _____

MUST EARN MINIMUM OF 72 POINTS TO RECEIVE PASSING GRADE

EXHIBIT "D"

PATRICIA J. POHL

21896 Red River Drive
Lake Forest, CA 92630
(310) 877-7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Director of Operations: Responsible for directing the efforts of five Operations Managers and 76 Area Supervisors in the successful implementation of all Company policies and procedures related to field operations. Responsible for development, implementation and compliance for all Training Programs as well as the Safety Certification standards for all Crossing Guards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90670

Operations Manager / Safety Director: Accountable for management of field operations company-wide. Responsible for development, implementation and compliance for all Training Programs as well as the Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 35-40 school crossing guards. Serve as company liaison to city governments, school districts and community.

1986 to 1994 Saddleback Valley Unified School District
Mission Viejo, California

Substitute Office Clerk. Employed on an as-needed basis. Also served as a volunteer at the site and district levels. Elected by parent population as their representative on various School Site Councils for six consecutive years. Continue to serve in this capacity.

1981 to 1983 Gino's Inc. / PhilMar Inc.
King of Prussia, Pennsylvania

Restaurant Manager. Responsible for all aspects of fast food unit including hiring, training and scheduling of hourly employees, budget controls, ordering and receiving all supplies, cash controls, quality control, employee evaluations, public relations, etc. Consistently received "outstanding" evaluations.

1979 to 1981 Hazelton Broadcasting Company
Hazelton, Pennsylvania

Advertising Account Representative. Sales and service of radio advertising accounts requiring self-motivation, time management, organizational skills and ability to work well with people.

1974 to 1979 Iowa State University
Ames, Iowa

Administrative Assistant. Assisted Director of a large mid-western university job placement office. Coordinated visits of corporate recruiters, counseled students, initiated correspondence, recorded and tabulated statistical data for national reports as well as being responsible for day to day office functions.

1972 to 1974 Commissioned Officers' Mess
US Naval Station, Mayport, Florida

Assistant Manager. Supervised 20-25 employees for naval installation dining room/lounge/banquet facility. Responsible for work schedules, hiring and training new employees, cash controls, ordering, inventory controls, billing, booking private parties as well as all duties of manager in his absence.

1970 to 1972 Albany County Mental Health Clinic
Albany, New York

Office manager. Coordinated clinical setting involving eight M.D.'s and support staff. Served as liaison between clinic and various county agencies using clinic services. requiring decision making in emergency situations. General office duties.

1967 to 1968 St. Francis Hospital
Hartford, Connecticut

Secretary. Secretarial and receptionist duties for Director of Dietetics at large urban hospital. General office duties.

EDUCATION

High School: South Kortright Central School, South Kortright, NY
Graduated in upper 10% of class with Regent's Diploma in college preparatory courses.

Technical Training: School of Inhalation Therapy, Fox Hospital, Oneonta, NY
Attended 1968-69. Not currently certified.

EXHIBIT C

SCOPE OF SERVICES

SCOPE OF SERVICES

A. Employees and Service Hours

City shall provide to Contractor with a schedule indicating all of the designated crossing locations and the hours that Contractor is to provide Crossing Guard Services at each location. This schedule is subject to change upon thirty (30 days' written notice to Contractor; except that at the discretion of City, one of more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. Contractor shall also 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.

B. Employee Selection Procedure

1. Background investigation: Pursuant to Education Code § 45125.1, Contractor shall have background investigations performed of all applicants being considered for hire or, for employees who have not previously submitted fingerprints, who will work as a Crossing Guard under this Agreement. The background investigation shall include, but not be limited to, verification that each individual who will work as a Crossing Guard under this Agreement is not a felon, has no dangerous criminal history, nor has been prosecuted for sex or drug related offenses.

2. Effective communication skills: Each individual who will work as a Crossing Guard under this Agreement shall be able to effectively communicate in English, both verbally and in written form.

3. Physical and mental health: Each individual who will work as a Crossing Guard under this Agreement must be in good physical and mental health.

C. Site Supervision

1. Contractor shall provide one (1) site supervisor ("Site Supervisor") to supervise all personnel in the performance of this Agreement. The Site Supervisor shall participate in all training programs provided by Contractor. Said training shall be substantially similar to that of the Crossing Guards, except that the Site Supervisor's training shall include instruction in time keeping, report writing and supervisory techniques.

2. The Site Supervisor shall also be responsible for recruiting and training personnel, overseeing the scheduling for all crossing locations, conducting safety inspections, coordinating safety assemblies and responding to and remedying any problems and complaints.

3. The Site Supervisor shall visit each site under his/her supervision at least three (3) times a week and each school participating in the program at least once a month.

D. Management Report

1. Contractor shall submit a management report to City's Department of Public Services, Transportation Services Division each month, reflecting the activities in the program during the previous month. This report will include, but not be limited to, the following items:

   a. Time summary sheet reflecting sites worked, days and hours worked and identification of personnel working (regular and alternate guards).

   b. Program related matters, including:

      (1) Problems and recommended solutions.

      (2) Incidents and activities involving Crossing Guards and program personnel.

      (3) Special programs held at schools.

E. Performance

1. Each year, participating schools will be asked to evaluate Contractor's performance. Contractor shall forward a copy of each evaluation to City with the next regular monthly management report, but no later than July 1 of that year. The evaluation shall include a critique of the Crossing Guards including, their appearance, attitude, punctuality, ability to communicate and interact with the children and overall performance. The participating schools' responses the evaluation will be closely analyzed by City and may be grounds for termination of the Agreement. City will require immediate remedial action on any ratings that are less than satisfactory.

2. The Crossing Guard personnel shall also be evaluated on an annual basis by the Site Supervisor. The evaluations will serve as a tool to inform the individual Crossing Guards as to areas of superior or acceptable performance, areas of needed improvement and the steps to take to ensure that the necessary improvement occurs.

3. Meetings will be held twice a year between City's representative and the Site Supervisor to evaluate and discuss the ongoing program. During each meeting, a review will be made of any incidents or problems that have occurred during the program year.

4. To ensure that the Site Supervisor is effectively performing his/her duties, City's representative may, from time to time, monitor the Site Supervisor's activities and conduct site audits. The site audit may include visitation of sites and review of the daily reports completed by the Site Supervisor.

F. Crossing Guards' Duties and Scope of Training

All Crossing Guards shall be trained to perform at least the following functions:

1. Halt vehicles when necessary by mechanical and hand signals to permit children to cross the road safely.

2. Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely.

3. Report license numbers of motor vehicles whose drivers violate traffic laws or Crossing Guard instructions to the Costa Mesa Police Department.

4. Make children aware of the elements of the traffic safety and operations of pedestrian controls.

5. Conduct themselves in accordance with the conditions of the Professional Services Agreement, the laws of the State of California, California Vehicle Code, the Manual of Uniform Traffic Control Devices (MUTCD), and the Costa Mesa Municipal Code.

G. Materials and Supplies

Contractor shall provide each Crossing Guard with apparel by which they are readily visible and easily recognized as Crossing Guards, which shall be worn at all times while performing duties pursuant to the Professional Services Agreement and which shall include, but not be limited to, at least the following materials and supplies:

1. Hand-held, regulation size stop sign.

2. Brightly colored, traffic safety vest.

3. Yellow rain suit for use in inclement weather.

EXHIBIT D

FEE SCHEDULE

ALL CITY MANAGEMENT SERVICES

Fee 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 Costa Mesa Crossing Guard Program.

Proposed Hourly Billing Rates:

$13.76 for School Year 2012-2013
$14.17 for School Years 2013-2014, 2014-2015, 2015-2016

Maximum chargeable hours per day: 3 hours
(4.5 hours for crossing guard at Gisler Ave./California St.)

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. The City of Costa Mesa would only be billed for Crossing Guard services rendered on designated "school days".

The proposed hourly billing rate does not include additional safety equipment, crosswalk delineators or safety devices. Should the City desire any such additional equipment the additional cost would be billed separately.

Contact Information

Business Address: 10440 Pioneer Blvd., Santa Fe Springs, CA 90670
Phone numbers: 310.202.8284 or 800.540.9290
Fax number: 310.202.8325
General Manager Baron Farwell cell number: 310.877.7336
Website: www.thecrossingguardcompany.com
Email address: baron@thecrossingguardcompany.com

EXHIBIT E

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

b. Establishing a Drug-Free Awareness Program to inform employees about:

   1. The dangers of drug abuse in the workplace;

   2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

   3. Any available drug counseling, rehabilitation and employee assistance programs; and

   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F

CERTIFICATES OF INSURANCE

Client#: 1514175 306ALLCITYM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Knight Insurance Services 535 N. Brand Blvd. 10th Floor Glendale, CA 91203 818 662-4200	CONTACT NAME: Nysa Galllegos PHONE (A/C, No, Ext): 818 662-4234 FAX (A/C, No): 877-297-9262 E-MAIL ADDRESS: NGallegos@bbandt.com
INSURED All City Management Services, Inc 10440 Pioneer Blvd # 5 Santa Fe Springs, CA 90670	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Surplus Insurance Corp — 10725 INSURER B : Interstate Fire & Casualty Comp — 22829 INSURER C : Nationwide Mutual Insurance Com — 23787 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			100000384002	04/01/2012	04/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		ACP7805954504	12/21/2012	12/21/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0			PFX000485747	04/01/2012	04/01/2013	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Not Applicable			WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
				Not Applicable				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
City of Costa Mesa PO BOX 1200 Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nancy Maddock

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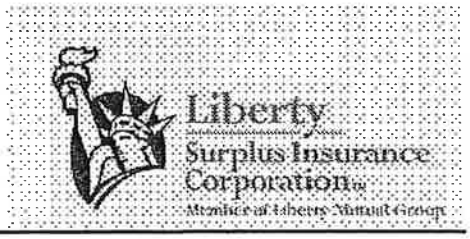
Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO.

Effective Date: 04/01/2012 - 04/01/2013
Policy Number: 100000384002
Issued To: All City Services Management, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BY WRITTEN CONTRACT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization with whom you have agreed to add as an additional insured by written contract but only with respect to liability arising out of your operations or premises owned by or rented to you.

Commercial General Liability

Liberty Surplus Insurance Corporation
Member of Liberty Mutual Group

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO.

Effective Date: 04/01/2012 - 04/01/2013

Policy Number: 100000384002

Issued To: All City Services Management, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

Liberty Surplus Insurance Corporation
Member of Liberty Mutual Group

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO.

Effective Date:	04/01/2012 - 04/01/2013
Policy Number:	100000384002
Issued To:	All City Services Management, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

(5)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HR Comp LLC 7317 Clinton Hwy Suite 101 Powell, TN 37849	PHONE (A/C, No, Ext): 865-938-3555	FAX (A/C, No): 865-938-2551
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
HR Comp Payroll Services, LLC & All City Management Services 1451 Branch Field Lane Knoxville, TN 37918	INSURER A : CNA	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A If yes, describe under SPECIAL PROVISIONS below			4031615529	04/17/2012	04/17/2013	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This coverage is afforded only to All City Management Services, incase Evidence of Insurance for Workers Compensation coverage for employees of HR Comp that are recruited and screened by All City Management Services, and placed on assignment by HR Comp in coordination with All City Management Services on behalf of the certificate holder. Client effective date: 04/17/2012.

CERTIFICATE HOLDER

City of Costa Mesa
PO Box 1200
Costa Mesa, CA 92626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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