

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALL-CITY MANAGEMENT SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ALL-CITY MANAGEMENT SERVICES, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide school crossing guard services, as more fully described herein; and

B. WHEREAS, Contractor 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 Contractor desire to contract for the specific services described in Exhibit "A" 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 sections 1090-1092 of the California Government Code, 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide said services commencing with the start of the Fall 2019 school semester through the conclusion of the 2021-2022 school session.

1.2. Professional Practices. All professional services to be provided by Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors 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.

1.7. 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

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

Schedule"). Contractor's total compensation for each year of the Agreement shall be as follows:

- a. For the first year of the term, Contractor's compensation shall not exceed One Hundred Eighty Thousand Four Hundred Eighty-Five Dollars (\$180,485.00).
- b. For the second year of the term, Contractor's compensation shall not exceed One Hundred Ninety-Four Thousand Nine Hundred Fifty Dollars (\$194,950.00).
- c. For the third year of the term, Contractor's compensation shall not exceed Two Hundred Ten Thousand Eight Hundred Ninety-One Dollars (\$210,891.00).
- d. If City and Contractor desire to exercise the extension options set forth herein, Contractor's maximum compensation for each extension period may be increased based on an increase to the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The adjustment will be determined using the June index of the current year and the June index for the preceding year.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City or the Project Manager, prior to Contractor 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. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, 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 Contractor'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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination 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 three (3) years, ending on July 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 based on 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 Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business 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 for bodily injury

and property damage.

- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability 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, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. 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. Contractor 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. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

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 Contractor 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 or her 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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 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, and (b) 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 CONTRACTOR:

All City Management Services
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Tel: (800) 540-9290 ext. 102
Attn: Demetra Farwell

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5180
Attn: Jennifer Rosales

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor 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. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect. Without limiting the foregoing indemnification obligations, in the event that a court determines joint or concurrent negligence or fault of the Contractor and City, their officers, agents or employees, liability, if any, shall be apportioned comparatively in accordance with the laws of the State of California, with each party bearing the proportionate share of liability attributable to that party's negligence or fault. The parties agree that the determination of each party's respective fault shall be delayed until after the resolution of the underlying claim or claims.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. 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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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 related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement 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 Contractor 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.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. 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 any document, 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 the document referenced.

6.19. 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.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole

benefit of City and Contractor 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

6.25. 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 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.

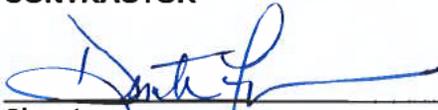
6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. 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.

[Signatures appear on following page.]

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.

CONTRACTOR



Signature
Demetra Farwell, Secretary

[Name and Title]

Date: 8/19/19

Social Security or Taxpayer ID Number

CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 8/30/19

ATTEST:



Brenda Green
City Clerk



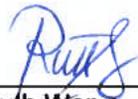
APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 8/28/19

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 8/23/19

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 8/26/19

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman
Public Services Director

Date: 8/27/19

APPROVED AS TO PURCHASING:

Kelly Telford
✓ Kelly Telford
Finance Director

Date: 8/23/19

EXHIBIT A
SCOPE OF WORK

**SCOPE OF WORK
FOR
SCHOOL CROSSING GUARD SERVICES**

Contractor agrees to provide Crossing Guard Services to the City of Costa Mesa by safely conducting school children across the roadway, within a marked crosswalk.

A. Employees and Service Hours

1. Contractor shall ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City of Costa Mesa.
2. 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 or more Crossing Guards may be moved from one designated crossing location to another to immediately stand in for one or more absentee Crossing Guards. The Contractor shall provide Crossing Guards' Services at the designated locations and hours on all days on which the designated schools in the City of Costa Mesa are in session.
3. 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.
4. The City shall have the sole and exclusive right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of Contractor's request to change the hours of work or locations. The City further has the sole and exclusive right to add to, delete from, or revise the work schedule and/or locations at any time.

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:
 - i. Problems and recommended solutions.
 - ii. Incidents and activities involving Crossing Guards and program personnel.
 - iii. 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.

EXHIBIT B
CONTRACTOR'S PROPOSAL



ALL CITY MANAGEMENT SERVICES

March 25, 2019

City of Costa Mesa
Office of City Clerk
RFP No. 19-09 School Crossing Guard Services
77 Fair Drive, Costa Mesa, CA 92628

Dear Ms. Green:

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of Costa Mesa Crossing Guard Program. We are proud to have managed the School Crossing Guard program for the City of Costa Mesa for the last 18 years.

We have received the Request For Proposal with services to begin on or around September 3, 2019. I have reviewed the Scope of Work and Sample Professional Service Agreement and agree to have the terms and conditions set forth with exception of: Indemnity language used in Service Agreement; Item 6.9 - Indemnification and Hold Harmless. If selected, we will request modification to the language used.

We also have concerns with Professional Liability listed under Insurance 5.1 Section D. This type of insurance is a non-standard for our industry and results in an unnecessary expense to the City. This type of coverage is usually required for true professional services such as; design, engineering, architecture, construction, legal and medical. We request this requirement be waived. Please see our attached response which includes pricing with and without Professional Liability Insurance.

Our goal is simple, to continue to relieve the City of Costa Mesa of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the Costa Mesa Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We maintain local supervision, alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our "**Employee Handbook for School Crossing Guards**" which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

We are certainly excited about the possibility of again providing Crossing Guard services for the City of Costa Mesa. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

A handwritten signature in black ink, appearing to read "Harlan Sims", with a stylized flourish at the end.

Harlan Sims

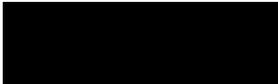
Director of Marketing

harlan@thecrossingguardcompany.com

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Baron Farwell</u>	<u>Owner/General Manager</u>	<u>800 540 9290 Ext. 118</u>
<u>Demetra Farwell</u>	<u>Corporate Secretary</u>	<u>800 540 9290 Ext. 102</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 

City of Costa Mesa Business License Number: 50571

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: September 30, 2019

Project Summary

1. All City Management Services, Inc. will provide Crossing Guard services for the City of Costa Mesa for a three (3) year period; to commence on: the start of fall 2019 school semester, ending on the conclusion of the 2021-2022 school session.
2. ACMS will provide eighteen (18) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS will ensure that sufficient personnel are available to provide this service at locations and during hours to be determined by the City.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Costa Mesa and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, any felony, crimes against children or has a dangerous criminal history. ACMS understands no one who has been prosecuted for sex or drug related offenses will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards. They will maintain order among children assembled, make children aware of the elements of traffic safety and report license plate numbers of drivers violating traffic laws.
7. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

8. ACMS shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The apparel must be appropriate for weather conditions.
9. ACMS shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this agreement. ACMS Supervisor shall visit each site under their supervision at least three (3) times a week and each school participating in the program at least once a month.
10. ACMS shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
11. ACMS shall submit a management report to the City's Department of Public Services, Transportation Services Division each month.
12. Annually Schools will evaluate ACMS performance and ACMS will forward a copy of each evaluation to City no later than July 1st of that year.
13. ACMS will meet with City representatives at least twice a year to evaluate and discuss the ongoing program and review any incidents or problems that have occurred during the year.

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and Regional Manager work together (with input from City of Costa Mesa) to establish specific program objectives and expectations. These Senior Managers then work directly with your Regional Manager and Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of Costa Mesa operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Costa Mesa representative.

Department of Justice background checks will be completed on all potential employees as allowed by California state law and Pursuant to Education Code 45125.1. Successful completion of the background check and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of Costa Mesa established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under California Health and Safety Code;

- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to commit any of the aforementioned offenses.
- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of Costa Mesa Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to City within two (2) hours to advise the nature of complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisors. Personal visits are made regularly (once per month) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of Costa Mesa on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage 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 some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also 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 utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ 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 failing to call or show for duty.

Supervisor Teams – City of Costa Mesa would benefit from our presence in nearby cities such as: Laguna Niguel, Laguna Beach, Lake Forest, Solana Beach, Santa Ana, Garden Grove, Huntington Beach, Newport Beach and Orange County Sheriff's among others. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. 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.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 33 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the *“Employee Handbook for School Crossing Guards”* and are shown the professionally produced training DVD, “Crossing Guard Safety”. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

**City of Costa Mesa
Crossing Guard Program
(Estimated) Implementation Schedule / Major Milestones**

Contractor Notification (unofficial)	May 20, 2019
City Council Approval	June 3
City of Costa Mesa/ACMS Planning Meeting (Costa Mesa Department of Public Services; Transportation Services, ACMS Team)	Week of June 17
Contract and Insurance complete (Final Terms agreed to)	July 2
ACMS Training Review Meeting(s) with current crossing guards, substitutes (Assignments / schedules confirmed equipment delivered to guards)	Aug. 1
School designees re-contacted and Monthly Status Meetings agreed to	Aug. 6 - 20
Additional Training/Equipment needs delivered	Aug. 13 -17
Guards re-contacted for assignment readiness	Aug. 20 -27
Guards on site / Area Supervisor in field	Sept. 3
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	Dec. 16
Bi-Annual Meeting with City of Costa Mesa / ACMS Team to evaluate and discuss the ongoing program and any incidents or problems that have occurred during year	June 8, 2020

Corporate Disclosure Information

All City Management Services, Inc.
Incorporated in California on May 6, 1985

Corporate Office (Since 2011)
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Phone: 310 202 8284 Fax: 310 202 8325
<https://thecrossingguardcompany.com>

Monday – Friday from 8:00AM – 5:30PM
If after these hours our 24 hour number is 877 363 2267

Owner and Officer

Baron Farwell, General Manager
Phone 310 202 8284
baron@thecrossingguardcompany.com

Demetra Farwell, Corporate Secretary
Phone: 310 202 8284 Ext. 102
demetra@thecrossingguardcompany.com

Direct Contact Information

Patricia Pohl, Vice President of Operations
Phone: 310 877 7045
pat@thecrossingguardcompany.com

Harlan Sims, Director of Marketing
Phone: 310 202 8284 Ext. 105
Harlan@thecrossingguardcompany.com

Lis Thomas, Payroll Manager
Phone: 310 202 8284 Ext. 109
liz@thecrossingguardcompany.com

Noel Concha, (Interim) Finance Director
Phone: 310 202 8284 Ext. 110
noel@thecrossingguardcompany.com

Qualifications and Experience

All City Management Services, Inc. (ACMS) Serving over 250 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 33 years. ACMS currently employs over 6,000 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs, mid-size programs and large programs in excess of 200 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our ability to operate and manage the City of Costa Mesa Crossing Guard program is supported by our success as your current service provider and with programs in Southern California, as well as similar programs in Northern California and in 19 other states. Examples of the many clients we serve in Southern California include; City of Newport Beach, City of Huntington Beach, City of Laguna Niguel, City of Laguna Beach, City of Lake Forest, City of Santa Ana, City of Garden Grove, City of Fullerton, City of Cypress, City of La Palma, City of Buena Park, City of Solana Beach, Newport Mesa School District, Orange County Sheriff's and Los Angeles County Office of Education, among others.

We are very proud to announce; ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

**References for
Crossing Guard Services**

ACMS Proprietary
Information

City of La Palma (since 1998)

7792 Walker Street
La Palma, CA 90623
Jim Engen; Captain
714 690 3381
police@cityoflapalma.org

City of Buena Park (since 2010)

6640 Beach Blvd.
Buena Park, CA 90621
Nghia Nguyen; Sergeant
714 562 3943
nnguyen@bppd.com

City of Laguna Niguel (since 1993)

30111 Crown Valley Blvd.
Laguna Niguel, CA 92677
Matthew Barr; Lieutenant
949 362 4310
mbarr@ocsd.org

City of Laguna Beach (since 2011)

550 Blumont Street
Laguna Beach, CA 92651
Jeff Dixon; Administrator
949 497 7700
jdixon@lagunabeachschools.org

City of Tustin (since 2009)

300 Centennial Way
Tustin, CA 92780
Ryan Coe; Sergeant
714 573 3219
rcoe@tustinca.org

City of Garden Grove (since 2009)

11222 Acacia Parkway
Garden Grove, CA 92840
Kevin Brody; Captain
714 741 5819
kbrody@ci.garden-grove.ca.us

City of Fullerton (since 2000)

237 Commonwealth Ave.
Fullerton, CA 92832
Mike Chlebowski; Commander
714 738 6816
mchlebowski@fullertonpd.org

City of Cypress (since 1996)

5275 Orange Avenue
Cypress, CA 90630
Brian Heally; Sergeant
714 229 6600
bheally@ci.cypress.ca.us

City of Downey (since 1989)

10911 S. Brookshire Avenue
Downey, CA 90241
Jamie Pelayo; Sergeant
562 904 2341
jpelayo@downeyca.org

City of Manhattan Beach (since 2007)

420 15th Street
Manhattan Beach, CA 90266
Andy Harrod; Lieutenant
310 802 5165
aharrod@citymb.info

Beverly Hills USD (since 2001)

255 S. Lasky Drive
Beverly Hills, CA 90212
Pam Winston; Purchasing Assistant
310 551 5100, Ext. 2218
pwinston@bhusd.org

L.A. CTY Office of Education (since 2010)

12830 Columbia Way, Room 153
Downey, CA 90242
Anne Brache; Procurement Specialist
562 803 8516
Brache_anne@lacoed.edu

With over 250 nationwide clients, we would be happy to supply additional references if needed.

In addition to our numerous current clients, ACMS believes the best reference for our services is when a client returns to ACMS after trying services of another contractor that does not specialize in Crossing Guard Services.

The City of Fremont was a client that decided to contract with a lower price security guard company (American Guard Services) following a number of years with ACMS.

The City of Fremont staff report highlights the issues they had with their service and their justification for returning to All City Management Services "The Crossing Guard Company". Staff report is available upon request.

We cannot think of a stronger recommendation than a City that has returned to ACMS after poor service from another contractor.

Additionally, the following agencies have returned to ACMS following their experience with this same security guard company:

City of Fremont, CA

City of Palo Alto, CA

City of Pleasant Hill, CA

City of Davis, CA

Twin Rivers USD, CA

City of Lawndale, CA

Orange County Sheriff's, CA

County of Marin, CA

ACMS
Comparative Statements of Income
Years Ended December 31, 2018 and 2017

*ACMS Proprietary
Information*

	2018	%	2017	%
Revenue	<u>\$49,999,500</u>	100.0%	<u>41,512,623</u>	100.0%
Cost of revenue:				
Direct expenses	43,240,810	86.5%	36,294,925	87.4%
Indirect expenses	<u>1,452,736</u>	2.9%	<u>1,054,055</u>	2.5%
Total cost of revenues	<u>44,693,546</u>	89.4%	<u>37,348,980</u>	90.0%
Gross profit	<u>5,305,954</u>	10.6%	<u>4,163,643</u>	10.0%
%	10.6%		10.0%	
Operating Expenses:				
Sales & Marketing	586,946	1.2%	445,509	1.1%
Administrative	<u>2,950,168</u>	5.9%	<u>2,583,275</u>	6.2%
	<u>3,537,114</u>	7.1%	<u>3,028,784</u>	7.3%
Operating Income	<u>1,768,840</u>	3.5%	<u>1,134,860</u>	2.7%
Interest expense/(income)	378,351	0.8%	206,966	0.5%
Other income/(expense)	<u>(8,827)</u>	0.0%	<u>(45,073)</u>	-0.1%
Before tax income/(loss)	<u>1,381,662</u>	2.8%	<u>882,822</u>	2.1%
Provisions for income taxes	<u>23,990</u>	0.0%	<u>22,070</u>	0.1%
Net income	<u>\$1,357,672</u>	2.7%	<u>\$860,751</u>	2.1%
BT income %	2.8%		2.1%	

ACMS
Comparative Balance Sheets
Years Ended December 31, 2018 and 2017

ACMS Proprietary
Information

<u>Assets</u>	2018	2017
Current assets:		
Cash	\$374,229	(\$27,051)
Accounts Receivable	8,084,649	5,259,954
Unbilled labor	0	476,269
Other current assets	1,003,519	358,476
Total current assets	<u>9,462,396</u>	<u>6,067,647</u>
Property and equipment		
Book value	1,262,526	1,075,647
Less accumulated depreciation	<u>(719,628)</u>	<u>(583,452)</u>
	542,899	492,196
Other assets	<u>10,431</u>	<u>10,338</u>
	<u>\$10,015,726</u>	<u>\$6,570,181</u>
 <u>Liabilities and Stockholder's Equity</u>		
Current liabilities:		
Bank line of credit	\$5,797,501	\$3,400,000
Accounts payable	337,236	150,650
Accrued expenses	153,253	520,729
Due (from)/to Family Trust	300,000	0
Accrued sick leave	827,418	674,830
Accrued workers' compensation claims	410,780	349,290
Note payable-liability insurance	114,440	78,208
Notes payable/LT debt-current	60,639	59,018
Subordinated debt-current	0	351,367
Income taxes payable	7,955	5,927
Total current liabilities	<u>8,009,223</u>	<u>5,590,019</u>
Long-term debt-less current	131,821	74,706
Subordinated debt-less current	431,617	198,027
Stockholder's equity:		
Common stock	2,500	2,500
Additional paid-in-capital	263,692	263,692
Retained earnings-beginning	441,237	5,685
Less distributions	(622,034)	(425,200)
Net income	1,357,672	860,751
	<u>1,443,066</u>	<u>707,428</u>
	<u>\$10,015,726</u>	<u>\$6,570,181</u>

ACMS Proprietary
Information

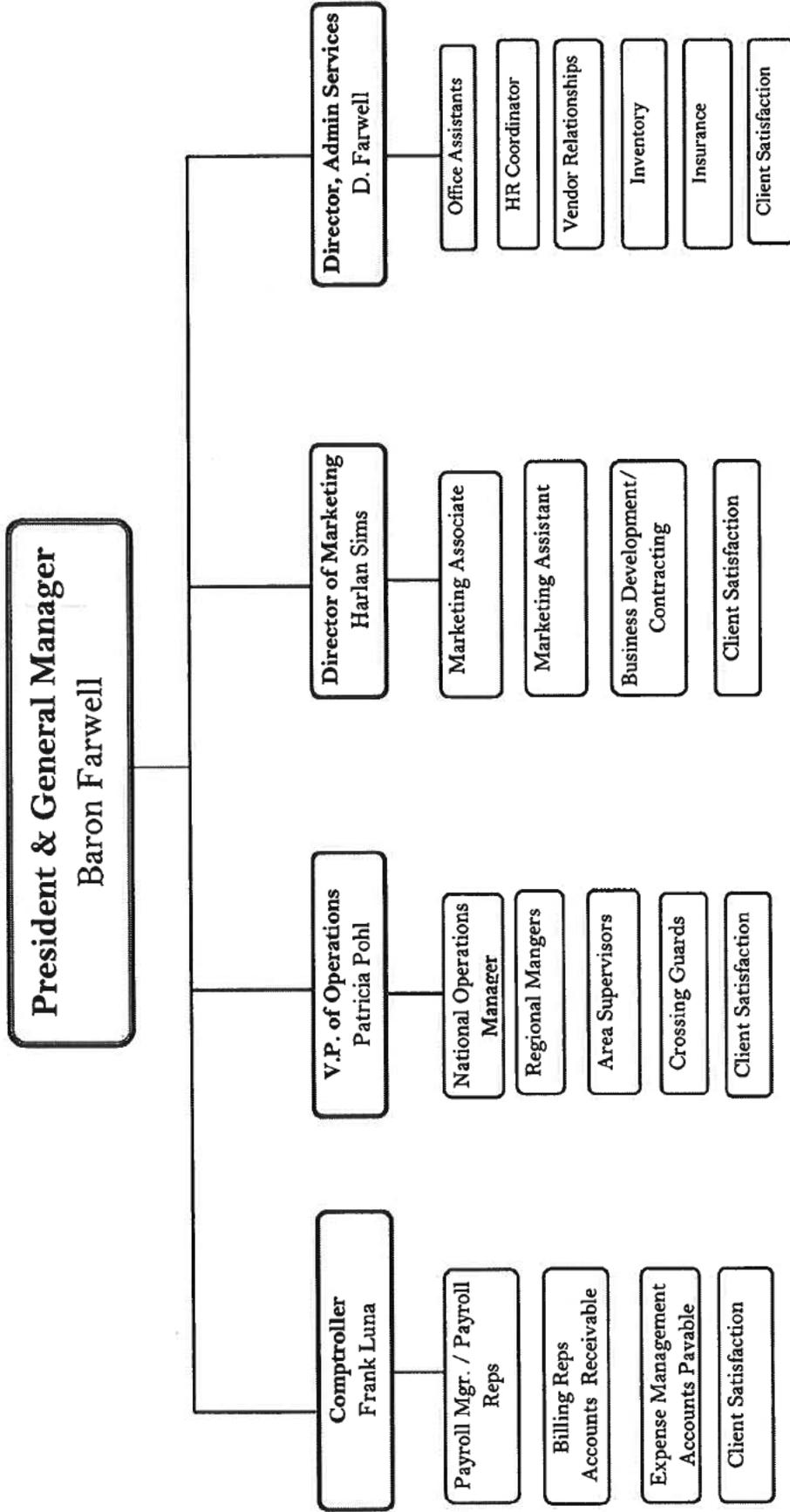
ALL-CITY MANAGEMENT SERVICES, INC.
dba THE CROSSING GUARD COMPANY
STATEMENT OF INCOME
For the Year Ended December 31, 2017

	<u>Amount</u>	<u>% of Revenues</u>
Revenues	\$ 41,512,623	100.0
Cost of revenues (Schedule)	<u>37,462,001</u>	<u>90.3</u>
Gross profit	4,050,622	9.7
Selling, general and administrative expenses (Schedule)	<u>2,654,825</u>	<u>6.7</u>
Income before other expense, officers' salaries and provision for income taxes	<u>1,395,797</u>	<u>3.0</u>
Other expenses		
Interest expense	<u>(206,965)</u>	<u>(0.5)</u>
Income before officers' salaries and provision for income taxes	1,188,832	2.5
Officers' salaries	<u>306,008</u>	<u>0.7</u>
Income before provision for income taxes	882,824	1.8
Provision for income taxes	<u>22,071</u>	<u>0.1</u>
Net Income	<u>\$ 860,753</u>	<u>1.7</u>

See accompanying Independent Accountant's Review Report.
The accompanying notes are an integral part of these financial statements.



ALL CITY MANAGEMENT SERVICES





ALL CITY MANAGEMENT SERVICES

**City of
Costa Mesa**



**Vice President of Operations
Pat Pohl
310 877 7045 cell**

**Director of Field Operations
John Dotson
310 770 1956 cell**



**Project Manager
Michele Busch
949 648 4514 cell**



**Area Supervisor
Julia Bash
562 335 1156 cell**



Crossing Guards

Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of the City of Costa Mesa will continue to benefit from a team concept which consists of Area Supervisor, Regional Manager, Vice President of Operations and General Manager. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Julia Bash): ACMS plans to deploy one (1) Area Supervisor for the City of Costa Mesa program. Julia has over 11 years in the industry and will continue to handle all aspects of the daily supervision of the program of eighteen (18) Crossing Guards and alternate pool. With support from the Regional Manager she will typically recruit, hire, train and provide personnel management for all the sites she oversees and interface with school staff as needed. In addition to communicating with the City and School staff, Julia is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. Julia reports directly to the Regional Manager.

Regional Manager (Michele Busch): Michele has over 9 years in the industry providing field management and support for ACMS. She will serve as **Project Manager** and directly manage your Area Supervisor and provide training and support. Michele will also interface with the City of Costa Mesa representative and School staff as needed. She will assist in the hiring of the Area Supervisor and Crossing Guards as well as the development and implementation of training programs and certification standards. Michele has considerable experience as a Project Manager including programs in Southern California; City of Solana Beach, City of Rancho Santa Margarita, Orange County Sheriff's, City of Tustin, City of Santa Ana and the City of Lake Forest among many others. She will ensure compliance with Company standards and City of Costa Mesa expectations. She reports directly to Vice President of Operations.

Vice President of Operations (Pat Pohl): Pat has over 24 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works Directly with Regional Manager to ensure all program standards are being met. Pat has extensive experience implementing and managing comparable and larger programs. She is responsible for initial training and orientation for all new client programs. Pat reports directly to General Manager.

General Manager (Baron Farwell): Baron has over 26 years of industry experience. He is responsible for overall contract compliance. Works with the National Operations Manager on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: All City Management Services, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670

Website Address: www.thecrossingguardcompany.com

Telephone Number: 800 540 9290 Facsimile Number: 310 202 8325

Email Address: harlan@thecrossingguardcompany.com

Length of time the firm has been in business: 33 years Length of time at current location: over 7 years

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No If yes, State of Incorporation: California

Federal Taxpayer ID Number: 

Regular business hours: 8:00AM - 5:30PM

Regular holidays and hours when business is closed: Martin Luther King, Jr. Day, Presidents Day, Memorial Day Independence Day, Labor Day, Thanksgiving and Christmas.

Contact person in reference to this solicitation:

Harlan Sims; Director of Marketing

Telephone Number: 800 540 9290 Facsimile Number: 310 202 8325

Email Address: harlan@thecrossingguardcompany.com

Contact person for accounts payable:

Frank Luna; Comptroller

Telephone Number: 800 540 9290 Facsimile Number: 310 202 8325

Email Address: frank@thecrossingguardcompany.com

Name of Project Manager: Michele Busch

Telephone Number: 949 648 4514 Facsimile Number: 310 202 8325

Email Address: michele@thecrossingguardcompany.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Lake Forest Telephone Number: 949 282 5215

Contact Name: Brett Channing Contract Amount: \$303,000.00

Email: bchanning@lakeforestca.gov

Address: 25550 Commerce Center Drive, Lake Forest, CA 92630

Brief Contract Description: School Crossing Guard services for 22 locations.

Company Name: Orange County Sheriff's Telephone Number: 714 834 6687

Contact Name: Ollvia Prudencio Contract Amount: \$1,222,000.00

Address: 320 N. Flower Street, Santa Ana, CA 92703

Email: oprudencio@ocsd.org

Brief Contract Description: School Crossing Guard services for 61 locations.

Company Name: City of Newport Beach Telephone Number: 949 644 3744

Contact Name: Spencer Arnold Contract Amount: \$91,000.00

Email: sarnold@newportbeachca.gov

Address: 870 Santa Barbara Drive, Newport Beach, CA 92660

Brief Contract Description: School Crossing Guard services for 10 locations.

Company Name: City of Huntington Beach Telephone Number: 714 374 1534

Contact Name: David Dereszynski Contract Amount: 1,164,000.00

Address: 2000 Main Street, Huntington Beach, CA 92648

Email: ddereszynski@hbpd.org

Brief Contract Description: School Crossing Guard services for 31 locations

Company Name: City of Santa Ana Telephone Number: 714 245 8200

Contact Name: Matthew Wharton Contract Amount: \$895,000.00

Email: mwharton@santa-ana.org

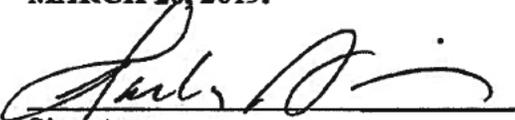
Address: 60 Civic Center Drive, Santa Ana, CA 92702

Brief Contract Description: School Crossing Guard services for 70 locations.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 19-09 SCHOOL CROSSING GUARD SERVICES** at any time after **MARCH 20, 2019.**


Signature

Date: 4/2/19

Harlan Sims
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **MARCH 20, 2019** with a City Councilmember concerning **RFP No. 19-09 SCHOOL CROSSING GUARD SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

EXHIBIT C
FEE SCHEDULE

City of Costa Mesa

RFP No. 19-09

SCHOOL CROSSING GUARD SERVICES

Without Professional Liability

Year 1 Not to Exceed \$180,485.00

Year 2 Not to Exceed \$194,950.00

Year 3 Not to Exceed \$210,891.00

3 Year Total Lump Sum Fee \$586,326.00

With Professional Liability

Year 1 Not to Exceed \$182,729.00

Year 2 Not to Exceed \$197,312.00

Year 3 Not to Exceed \$213,489.00

3 Year Total Lump Sum Fee \$593,530.00

Year 1: 2019/2020 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	California Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$18.00
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$18.00
3	Kaiser Elementary	21st/Santa Ana	1.67	\$18.38
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$18.38
5	Killybrooke Elementary	Killybrokke/Stonefield	1.83	\$18.38
6	Mariners Elementary	Irvine/Magnolia	1.75	\$18.00
7	Mariners Elementary	Irvine/Magnolia	1.75	\$18.00
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$18.38
9	Paularino Elementary	Coolridge/Paularino	1.75	\$18.38
10	Pomona Elementary	Hamilton/Pomona	1.75	\$18.00
11	Pomona Elementary	Hamilton/Pomona	1.75	\$18.00
12	Rea Elementary	Hamilton/Meyer	2	\$18.38
13	Victoria Elementary	America/Victoria	1.5	\$18.38
14	Wilson Elementary	Placentia/Wilson	1.75	\$18.00
15	Wilson Elementary	Placentia/Wilson	1.75	\$18.38
16	Whittier Elementary	Placentia/West 18th	1.75	\$18.00
17	Whittier Elementary	Monrovia/West 18th	1.5	\$18.38
18	Woodland Elementary	21st/Garden	1.92	\$18.38
Year 1: 2019/2020 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$30.57
Year 1: 2019/2020 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$30.95
Total Annual Hours				5,904
Year 1: 2019/2020 School Year Not to Exceed Total w/out Professional Liability Insurance				\$180,485.00
Year 1: 2019/2020 School Year Not to Exceed Total WITH Professional Liability Insurance				\$182,729.00

Year 2: 2020/2021 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	California Elem. & TeWinkle Middle	California/Crisler	2.92 M, T, Th, F 3.92 Wed	\$19.50
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$19.50
3	Kaiser Elementary	21st/Santa Ana	1.67	\$19.88
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$19.88
5	Killybrooke Elementary	Killybrooke/Stonefield	1.83	\$19.88
6	Mariners Elementary	Irvine/Magnolia	1.75	\$19.50
7	Mariners Elementary	Irvine/Magnolia	1.75	\$19.50
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$19.88
9	Paularino Elementary	Coolridge/Paularino	1.75	\$19.88
10	Pomona Elementary	Hamilton/Pomona	1.75	\$19.50
11	Pomona Elementary	Hamilton/Pomona	1.75	\$19.50
12	Rea Elementary	Hamilton/Meyer	2	\$19.88
13	Victoria Elementary	America/Victoria	1.5	\$19.88
14	Wilson Elementary	Placentia/Wilson	1.75	\$19.50
15	Wilson Elementary	Placentia/Wilson	1.75	\$19.88
16	Whittier Elementary	Placentia/West 18th	1.75	\$19.50
17	Whittier Elementary	Monrovia/West 18th	1.5	\$19.88
18	Woodland Elementary	21st/Garden	1.92	\$19.88
Year 2: 2020/2021 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$33.02
Year 2: 2020/2021 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$33.42
Total Annual Hours				5,904
Year 2: 2020/2021 School Year Not to Exceed Total w/out Professional Liability Insurance				\$194,950.00
Year 2: 2020/2021 School Year Not to Exceed Total WITH Professional Liability Insurance				\$197,312.00

Year 3: 2021/2022 School Year

Site #	Name of School	Intersections	Daily Hours	Hourly Rate
1	California Elem. & TeWinkle Middle	California/Gisler	2.92 M, T, Th, F 3.92 Wed	\$21.00
2	Kaiser Elementary	Rose/Santa Ana	1.67	\$21.00
3	Kaiser Elementary	21st/Santa Ana	1.67	\$21.38
4	Kaiser Elementary	22nd/Santa Ana	1.67	\$21.38
5	Killybrooke Elementary	Killybrooke/Stonefield	1.83	\$21.38
6	Mariners Elementary	Irvine/Magnolia	1.75	\$21.00
7	Mariners Elementary	Irvine/Magnolia	1.75	\$21.00
8	Newport Heights Elementary	Palmer/Santa Ana	1.92	\$21.38
9	Paularino Elementary	Coolridge/Paularino	1.75	\$21.38
10	Pomona Elementary	Hamilton/Pomona	1.75	\$21.00
11	Pomona Elementary	Hamilton/Pomona	1.75	\$21.00
12	Rea Elementary	Hamilton/Meyer	2	\$21.38
13	Victoria Elementary	America/Victoria	1.5	\$21.38
14	Wilson Elementary	Placentia/Wilson	1.75	\$21.00
15	Wilson Elementary	Placentia/Wilson	1.75	\$21.38
16	Whittier Elementary	Placentia/West 18th	1.75	\$21.00
17	Whittier Elementary	Monrovia/West 18th	1.5	\$21.38
18	Woodland Elementary	21st/Garden	1.92	\$21.38
Year 3: 2021/2022 School Year Hourly Billing Rate w/out Professional Liability Insurance				\$35.72
Year 3: 2021/2022 School Year Hourly Billing Rate WITH Professional Liability Insurance				\$36.16
Total Annual Hours				5,904
Year 3: 2021/2022 School Year Not to Exceed Total w/out Professional Liability Insurance				\$210,891.00
Year 3: 2021/2022 School Year Not to Exceed Total WITH Professional Liability Insurance				\$213,489.00

EXHIBIT D
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2019

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 Knight Insurance Services 535 North Brand Boulevard Suite 1000 Glendale CA 91203		CONTACT NAME: Certificate Desk PHONE (A/C, No, Ext): (818) 662-4200 FAX (A/C, No): (818) 662-9312 E-MAIL ADDRESS: Certs@KnightIns.net	
INSURED All City Management Services Inc 10440 Pioneer Blvd # 5 Santa Fe Springs CA 90670		INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance Company 33138 INSURER B: Everest Indemnity Insurance Co. 10851 INSURER C: Allied World National Assurance Co. 10690 INSURER D: Houston Casualty Company 42374 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19/20 Master 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		LHA140537	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CF1CA00167-191	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per Resident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1st Layer (Primary) 0311-8404	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Not Applicable			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability \$0 Retention			2nd Layer (Secondary) H19XC50744-02	5/1/2019	5/1/2020	Each Occurrence in Excess of \$5,000,000 Occ \$3M Primary Limit \$5,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As respects General Liability and required by written contract; Certificate Holder is named as additional insured. Insurance is Primary & Non-Contributory. Waiver of Subrogation applicable. Sexual Abuse & Molestation not excluded with respects to General Liability. Auto Liability Additional Insured included as required by written contract.

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 Manny Mashhoud/NYSGAL <i>Manny Mashhoud</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON(S) OR ORGANIZATION(S) TO WHOM OR TO WHICH YOU ARE OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR BY THE ISSUANCE OR EXISTENCE OF A WRITTEN PERMIT, TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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 FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

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

This endorsement effective 5/1/2019
forms part of Policy Number LHA140537
issued to All City Management Services Inc
by Landmark American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI – PRIMARY NON-CONTRIBUTORY – WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Blanket Additional Insureds - As Required By Contract

A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" caused, in whole or in part, by:

1. Your ongoing operations, "your product", or premises owned or used by you;

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or, to the extent applicable under the Coverage Part to which this endorsement applies, the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

- 1) The additional insured is a Named Insured under such other insurance;
- 2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and
- 3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or, to the extent applicable under the Coverage Part to which this endorsement applies, "personal and advertising injury".

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

All other terms and conditions of this policy remain unchanged.

EXHIBIT E

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

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;

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

- 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.