

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **All City Management Services, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR Provide Crossing Guard Services for the City of Garden Grove for fifteen (15) school locations within the Garden Grove Unified School District per RFP S-1312.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination**. The initial term of the agreement shall be from full execution through June 30, 2024, with an option to extend said agreement an additional four (4) fiscal years, for a total performance period of five fiscal (5) years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT**. AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of Three Hundred Two Thousand Seventy Six Dollars (\$302,076.00), for the first fiscal year, payable in arrears and in accordance with the Contractor's Proposal Pricing (Attachment "B"). All work shall be in accordance with RFP No. S-1312. Two months prior to all contract option year renewals, the Contractor must provide documentation supporting any price adjustments for the City's review.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Proposal Pricing (Attachment "B") included in proposal.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4.0 **Insurance Requirements.**

COMMENCEMENT OF WORK. CONTRACTOR and all subcontractors shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. CONTRACTOR shall be responsible to collect and maintain all insurance from contractors and subcontractors. All subcontractors shall obtain and maintain the same insurance as required of CONTRACTOR. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Each policy shall also contain a waiver of subrogation wherein the insurer waives its rights of subrogation against the City, its officers, officials, agents, employees, and volunteers.

- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Excess liability, following form, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
All City Management Services, Inc.
Attention: Brian Brooks, Chief Operating Officer
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by CITY

Notwithstanding the foregoing, however, in the event that a court or jury determines that liability with respect to any Loss was caused or contributed to by the negligent act, error, omission or willful misconduct of either CITY or CONTRACTOR, liability will be apportioned between CONTRACTOR, on the one hand, and CITY on the other hand with regard to such loss based upon the parties' respective degrees of culpability, as determined by the court or jury.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
All City Management Services, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

ATTACHMENT "A"
SCOPE OF SERVICES
RFP S-1312

PROVIDE CROSSING GUARD SERVICES FOR THE CITY OF GARDEN GROVE

ORGANIZATION BACKGROUND

The City of Garden Grove, with a population of approximately 180,000, is located in central Orange County approximately twenty-five miles southeast of downtown Los Angeles. It is the fifth largest city in Orange County and the twenty-fifth largest city in the State of California. Despite the City's comparatively large size, it is a relatively young community, being incorporated on June 18, 1956.

The City spans an area of approximately 18.0 square miles. It has the Council-Manager form of government, with the Mayor elected at large. The City Council engages the City Manager and City Attorney. The City Manager has the responsibility for hiring the department heads and for administering the City's programs in accordance with the policies adopted by the Council.

The City is a full service city. The services provided by the City include police, paramedic, street maintenance, park maintenance, water, sewer, refuse, recreation, traffic/transportation, public improvements, planning, zoning, and general administrative services such as human resources, information technology services, and accounting. Also included in the City's overall operations are the Garden Grove Housing Authority, the Garden Grove Sanitary District, the Garden Grove Public Financing Authority, and the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development.

CONTRACTOR SHALL PROVIDE THE FOLLOWING TO THE CITY

Contractor shall provide crossing guard services for designated schools within the City of Garden Grove ("City"). There are currently fifteen (15) Crossing Guard locations that are staffed during the school year.

The Garden Grove Unified School District (GGUSD), through its designated liaison, may request to make changes to crossing guard locations and/or work hours on a temporary or extended but not permanent basis (less than a full school year). Contractor shall make no changes without prior authorization from the City's designated project manager. In the event the Contractor is contacted by a school requesting service outside of the contract terms, Contractor shall refer the school to their designated GGUSD liaison and advise the school no changes will be made until proper authorization is received

1. City shall identify the locations when and where Contractor shall furnish Crossing Guards. No changes to work hours shall occur without the written agreement of the City. In the event the City identifies the need for additional crossing guards, the City may add or eliminate Crossing Guard locations accordingly and Contractor shall agree to add or reduce service locations in accordance with the City's actions. Please reference Attachment "C", of this document for the current locations.
2. Contractor will be responsible to coordinate with representatives from all schools served to verify that coverage is provided in accordance with school schedules.
3. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location, or for emergency basis.
4. Contractor will be responsible for all supervision of all employees at all sites to ensure school crossing guard services.
5. Contractor shall provide Crossing Guards during the times and at the locations specified by the City.
 - a. Crossing Guards schedules shall not deviate from the schedules specified by the City for each location without prior written approval of the City.
6. Contractor's personnel assigned to provide Crossing Guard services under this Contract shall be trained in accordance with the most current version (presently the 2014 Rev. 2 Edition) of the California Manual on Uniform Traffic Control Devices (CMUTCD), Chapter 7D. Crossing Supervision, Attachment "D" to this Contract. If Contractor's personnel are trained pursuant to some other standard, Contractor shall provide evidence of said training protocols and the training shall be, at a minimum, equivalent to the criteria set forth in the CMUTCD; use of a training standard other than CMUTCD shall require advanced written approval by the City.
7. Contractor personnel shall be at least 18 years of age, be physically and mentally capable of performing the duties of a Crossing Guard and have the ability to give and follow oral instructions. The Crossing Guard shall be able to communicate in the English language.
8. Contractor shall provide all Crossing Guards with uniforms as described in the CMUTCD Section 7D.04, "Uniform of Adult Crossing Guards" (see Attachment "D") by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all personnel performing the duties of Crossing Guards under this Contract and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions.
9. Contractor shall also provide all Crossing Guards with appropriate equipment including a hand held Stop sign and any other safety equipment, which may be necessary.

10. Contractor's personnel assigned to perform Crossing Guard services under this Contract shall, at a minimum, comply with the Operating Procedures set forth in the CMUTCD, Section 7D.05, "Operating Procedures for Adult Crossing Guards" (see Attachment "D").

11. Contractor will conduct background investigations, at no expense to the City, on each individual employee to ensure the person is fit to serve as a school crossing guard.

12. Annual criminal background history re-checks must be conducted, at no cost to the City, for all Contractor personnel assigned to this contract prior to the commencement of each new school year.

13. The City shall not supply any items for this Contract.

**ATTACHMENT "B"
PROPOSAL PRICING**

**RFP S-1312
CROSSING GUARD SERVICES**

Contractors shall provide the services set forth in Attachment A, Scope of Services, at the following rate:

A. **Hourly Compensation for Crossing Guard Services**

\$_____ /hour

B. Please note any *minimum amount of hours required* per assignment, if any:
_____ /hours per assignment

If minimums do not apply, please indicate N/A.

Please provide a response for both Items A and B above or your proposal may be deemed as non-responsive.

ATTACHMENT "C"

CROSSING GUARD ASSIGNMENTS AND LOCATIONS

This document can be found on the City's Planet Bids portal for this RFP under the "Documents" tab.