

**CITY OF GARDEN GROVE**  
**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew Fertal	From:	Joseph Polisar
Dept:	City Manager	Dept:	Police
Subject:	RENEWAL OF CROSSING GUARD CONTRACT	Date:	January 27, 2009

OBJECTIVE

To seek City Council approval to renew the City's contract with All City Management to provide crossing guard services.

BACKGROUND

In January 2007, the City Council approved a contract renewal with All City Management to provide crossing guard services for the Police Department at Garden Grove Unified School District school sites. Because of All City Management's excellent record in providing these services since their first contract with the City in 1999, the Police Department requests that its contract with the company be renewed through December 2010.

ANALYSIS

Since being awarded the crossing guard contract in August 1999, All City Management has provided the City with excellent service. They have addressed any concerns raised by the principals of our local school sites, and have handled these problems efficiently and with little City staff time. When crossing guards have been unable to staff their posts due to illnesses or other emergency situations, All City Management has been able to quickly find replacements for their school sites -- usually by the day's next shift.

The City's proposed contract with All City Management will provide crossing guards at thirty-two locations for an annual cost of \$344,424 (\$10,763 per site). It will replace the current agreement that requires the staffing of thirty-one sites at an annual cost of \$334,392 (\$10,787 per location). The three percent increase in the contract amount is due to two factors: 1) the increase in the State's minimum wage, which commenced on January 1, 2008, and 2) necessary increases in excess liability insurance due to the frequency and severity of accidents involving crossing guards. All City Management has increased their coverage from \$2,000,000 to \$8,000,000 per occurrence for the Garden Grove crossing guard program and their other programs of comparable size or larger.

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In addition, the company has agreed not to raise its fees for the entire two-year duration of the proposed contract. Therefore, the total cost to the City of the two-year agreement will be \$688,848.

### FINANCIAL IMPACT

The majority of the funding for the contract for All City Management's crossing guard services is currently part of the Police Department's General Fund allocation. However, the requested three percent adjustment increases the total amount of the two-year contract by \$20,064. An increase in the amount of \$5,016 dollars will be necessary to accommodate the cost increase for the six-month remainder FY 2008-2009. This increase will be covered by the reallocation of existing Police Department funds to this account. The remaining increase amount of \$15,048 for the last 18 months of the contract should be considered prior to the formation of the FY 2009-2010 budget.

### COMMUNITY VISION

The City's agreement with All City Management is consistent with the goals of the City's Community Vision because the contract completely civilianizes crossing guard operations, thus enabling sworn officers to focus on their primary goal of providing law enforcement services.


### RECOMMENDATION

It is recommended that City Council:

- Approve the renewal of the City's crossing guard contract with All City Management for the period of January 1, 2009 through December 31, 2010, for a total of \$688,848, and authorize the City Manager and the City Clerk to execute the agreement.



Joseph Polisar  
Chief of Police

By:   
Courtney Allison  
Police Fiscal Analyst

Recommended for Approval

  
Matthew Ferial  
City Manager

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **All City Management Services, Inc.** here in 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 to provide **Crossing Guard Services for thirty-two school locations within the Garden Grove Unified School District.**
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 term of the agreement shall be for a period of **two (2) years from January 1, 2009 through December 31, 2010.** This agreement may be terminated by the CITY without cause, by giving a thirty (30) day written notice of termination. In such event, the CITY will compensate CONTRACTOR for work performed to the date of termination. 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 Proposal. The Proposal is incorporated herein by reference (Attachment A). The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Six Hundred Eighty Eight Thousand Eight Hundred Forty Eight Dollars (\$688,848). Payable in arrears and in accordance with proposal (Attachment A).

- 3.2 Payment. For work under this Agreement, payment shall be made in twenty-four (24) equal monthly installments. For extra work not a part of this Agreement, a written authorization by CITY is required.
- 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, then the provisions of paragraph 3 would apply to that portion of the work completed.

**4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY. 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.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in at least the minimum amounts required by law.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be admitted and licensed in California 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 per occurrence. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

Endorsements for the policies under section 4.3 (a) & (b) shall designate CITY as an additional insured. CONTRACTOR shall provide to CITY proof in the form of both certificates of insurance and endorsement forms, as approved by the office of the City Attorney.

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.
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.  
1749 La Cienega Blvd.  
Los Angeles, CA 90035  
**ATTENTION: Baron Farwell (General Manager)**
  - b. (Address of City Purchasing) (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 sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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.

**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: Baron Farwell

Title: President

Date: 1/21/09

Tax ID No. 953971517

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

\_\_\_\_\_  
Date



## ALL CITY MANAGEMENT SERVICES

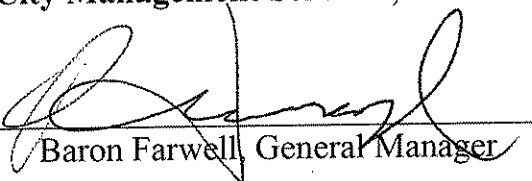
**Agreement between  
All City Management Services, Inc. and the City of Garden Grove  
for providing School Crossing Guard Services**

The **City of Garden Grove** hereinafter referred to as the "City", and **All City Management Services, Inc.**, located at 1749 S. La Cienega Blvd., Los Angeles, CA 90035, hereinafter referred to as the "Contractor", mutually agree to enter into a professional services agreement to provide crossing guard services beginning January 1, 2009 through December 31, 2010.

The City agrees to pay, Contractor for services rendered pursuant to the agreement, the sum of Six-Hundred and Eighty-Eight Thousand, Eight-Hundred and Forty-Eight Dollars, (\$688,848.00) for the period between January 1, 2009 to December 31, 2010. This agreement funds 32 Crossing Guard sites and is payable to the contractor in Twenty-Four (24) equal monthly installments of Twenty-Eight Thousand, Seven Hundred and Two Dollars, (\$28,702.00). This first installment will be due January 2009 and the final payment will be due December 2010.

**All City Management Services, Inc.**

By

  
Baron Farwell, General Manager

Date: January 12, 2009

*"The Crossing Guard Company"*