

AGREEMENT FOR CONTRACTOR SERVICES ANNUAL CROSSING GUARD SERVICES

THIS AGREEMENT ("Agreement"), effective July 1st, 2022, is between the City of Pomona ("City") and All City Management, Inc., a California corporation with a principal place of business at 10440 Pioneer Blvd, Suite 5, Santa Fe Springs, CA, 90670, ("Contractor"). City and Consultant are collectively the "Parties."

RECITALS

- A. City desires to engage Contractor to provide annual Crossing Guard services for City.
- B. Contractor is willing to perform the services defined herein.
- C. Contractor represents that the principal representative stated below is authorized to act as such on behalf of Contractor.
- D. The Parties therefore agree as follows:

TERMS AND CONDITIONS

- 1. **Term.** This Agreement is for a term of three years, commencing on July 1, 2022, and continuing through June 30, 2025, with two one-year extension options, each subject to written agreement by the Parties. To exercise an extension option, the Parties must fully execute a written amendment to this Agreement at least 30 days before expiration of the then-current term.
- 2. **Representatives of the Parties and Service of Notice.**
 - 2.1 The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom notice, demands and communications must be sent are as follows:
 - (A) The principal representative of City is:

Michael Ellis, Chief of Police
City of Pomona, Police Department
490 West Mission Boulevard
Pomona, CA 91766
(909) 620-2141

(B) The principal representative of Contractor is:

David Mecusker, Marketing and Contract Manager
All City Management Services, Inc.
10440 Pioneer Blvd, Suite 5
Santa Fe Springs, CA, 90670
(800) 540-9290 Ext. 107

- 2.2 Notices, demands, and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by mail. Notices and demands sent by E-mail or facsimile are not effective.
- 2.3 A Party may change the contact information for or designate a new person as the Party's principal representative under subparagraphs 2.1(A) and 2.1(B) above, by giving the other Party written notice of the change at least five days before the change takes effect, or as soon as reasonably possible if circumstances prevent five-day prior notice.

3. Scope of Services.

- 3.1 The scope of services to be provided by Contractor ("Services") is set forth in the attached Scope of Services, identified as **Exhibit "A" Parts I and II** to this Agreement.
- 3.2 City reserves the right to increase or decrease the number of service locations and the number of crossing guards required.

4. Compensation.

- 4.1 Rates.
- (A) Compensation for Services must be based solely on the actual number of hours performed.
- (B) Contractor will invoice City for Services rendered based on the hourly rates that are set forth in the Rate Schedule that is attached hereto as **Exhibit "B."** These rates are all-inclusive; they are deemed to cover all costs (labor, equipment, materials, training, travel, overhead, insurance, taxes, employee benefits, ancillary personnel, etc.) that might be incurred by Contractor in the course of rendering the Services.
- (C) No variation from the Rate Schedule is permitted unless City gives express written approval before the affected Services are rendered.
- (D) Contractor will invoice City for Services rendered at any additional

service location or by additional crossing guards, when the location or additional guards were added at City's request, at the hourly rates set forth

4.2 Invoices.

- (A) Contractor will invoice City on a monthly basis for Services rendered.
- (B) Monthly invoices must be submitted to City by the tenth day of the following month.
- (C) Invoices must be addressed to Pomona Police Department, Attn: Police Department/Traffic Unit Supervisor, 490 West Mission Boulevard, Pomona, CA 91766
- (D) Within 30 days of receiving an invoice, City will pay the undisputed invoice balance and notify Contractor of any disputed amount.

4.3 Rate Adjustment.

- (A) At least 60 days, but no more than 90 days, before the expiration date of the then-current term the Agreement, Contractor may request an hourly rate adjustment. The request must be submitted to the City in writing.
- (B) The adjustment must be in accordance with the Yearly Consumer Price Index ("CPI") for the Los Angeles/Long Beach (all urban consumers) Metropolitan Statistical Area issued by the U.S. Department of Labor and reflect any changes to prevailing minimum wage rates that took effect of the then-current term.
- (C) CPI increases are not guaranteed. Nothing in this Agreement obligates City to exercise an option to extend the Agreement. Among other things, City may issue a new RFP for the Services instead of extending this Agreement with Contractor.

4.4 Withholding Compensation.

- (A) After City gives Contractor written notice of performance deficiencies, including a reasonable time for correcting deficient performance, City may, at its option, withhold compensation for nonperformance when Contractor fails to correct performance deficiencies.

- (B) Ongoing or recurring deficiencies are considered separate nonperformance events each time Contractor fails to correct deficiencies within the time stated in the notice of performance deficiency, after which each day is an additional occurrence subject to withholding of compensation.
- (C) In addition, City may withhold amounts from payment of Contractor's invoice in accordance with City's costs incurred by using City work force (including City overhead not to exceed 15 percent), or an alternate vendor, to correct Contractor's performance deficiencies.

5. Independent Contractor.

- 5.1 Contractor is an independent Contractor. As such, Contractor has no power or authority to incur any debt, obligation, or liability on behalf of City unless such authority is expressly conferred under this Agreement. Further, Contractor is not entitled to any benefit typically associated with an employee, such as medical, sick leave, retirement, or vacation benefit. Contractor expressly waives any claim to any such right.
- 5.2 The personnel performing Services under this Agreement on behalf of Contractor are under Contractor's exclusive direction and control. Neither City nor any of its employees has any control over the manner, mode, or means by which Contractor, its agents, or its employees perform the Services required herein, except as otherwise set forth herein.
- 5.3 Contractor will perform services under this Agreement as an independent Contractor and will, at all times, remain a wholly independent contractor. City may not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venture or member of any joint enterprise with Contractor.

6. PERS Indemnity.

- 6.1 If 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 City, Contractor will indemnify, defend, and hold harmless City for the payment of any employee 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.
- 6.2 Notwithstanding any other agency, state, or federal policy, rule, regulation,

law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing Services under this Agreement do 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 or employee contributions for PERS benefits.

6.3 Contractor is solely responsible for compliance with PERS restrictions applicable to any of Contractor's employees, agents, or subcontractors.

7. **Economic Interest Statement.** Contractor hereby acknowledges that under Government Code section 87300 and the Conflict of Interest Code adopted by City hereunder, Contractor is required to file an Economic Interest Statement (Form 700) with City Clerk for each employee providing Services under this Agreement prior to the commencement of work. The extent of Contractor's disclosure requirements is set forth in the Written Determination of City Manager of City, attached hereto as Exhibit "C."

8. **Indemnity and Insurance.**

8.1 **Indemnity.** Contractor hereby agrees to protect, indemnify and hold City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of City, death or damages to property (including property of City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of City. This provision is not intended to create any cause of action in favor of any third party against Contractor or City or to enlarge in any way Contractor's liability but is intended solely to provide for indemnification of City for liability for damages or injuries to third persons or property arising from Contractor's negligent performance hereunder. Contractor's covenant under this paragraph 8.1 survives the termination of this Agreement.

8.2 **Insurance.** Contractor will procure and maintain at all times during the term of this Agreement insurance as set forth in **Exhibit "D"** attached hereto.

9. **Ownership of Work Product.** All reports, documents or other written material

developed by Contractor in the performance of this Agreement is and remains the property of City without restriction or limitation on its use or dissemination by City. Such material must not be the subject of a copyright application by Contractor. Any re-use by City of any such materials on any project other than the project for which they were prepared is at the sole risk of City unless City compensates Contractor for such use.

10. **Confidentiality.** Employees of Contractor, in the course of their duties, might 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 may not be disclosed by Contractor without written authorization by City. City will grant such authorization if disclosure is required by law. All City data must be returned to City upon the termination of this Agreement. Contractor's covenant under this paragraph 10 survives the termination of this Agreement.
11. **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving at least 30 calendar days prior written notice to Contractor of such termination and specifying the effective date thereof. If this Agreement is terminated as provided herein, Contractor will be paid only the total amount equal to the Services that Contractor has provided to City in accordance with the terms of this Agreement as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided for in this Agreement or the value of Services provided as of date of termination.
12. **Termination for Cause.** If for any reason, Contractor fails to fulfill in a timely and proper manner its obligation under this Agreement after allowing Contractor a reasonable amount of time to correct any deficiency, or if Contractor violates any of the covenants or stipulations of this Agreement, City has the right to terminate this Agreement by giving a minimum of five calendar days prior written notice to Contractor. The notice must refer to this clause, specify the nature of the alleged default, and specify the effective date of the termination. Contractor will be paid a total amount equal to the service Contractor has provided to the City in accordance with the terms of this Agreement as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
13. **Assignment and Subcontracting.** Neither party may assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.
14. **Standard.** Contractor agrees that the Services to be rendered under this

Agreement must be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services.

15. **Resolution of Disputes.** If any action, at law or in equity, is brought to enforce or to interpret any provision of this Agreement, the prevailing Party in such action is entitled to recover reasonable attorney's fees, costs, and necessary disbursements, in addition to such other relief as may be sought and awarded.
16. **Force Majeure.** The respective duties and obligations of the Parties will be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing that are beyond the control of the Party from whom the affected performance was due. If Contractor's non-performance is due to force majeure as described in this paragraph 16, City will grant a time extension on performance that is equivalent to the number of working days that were caused by the Force Majeure incident(s), or a longer time extension if City determines it appropriate.
17. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor may not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. Contractor will take affirmative action to ensure that subcontractors and applicants are employed without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
18. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being impaired or invalidated in any way.
19. **Governing Law.** This Agreement is governed by and must be construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts lies exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue lies in the Central District of California.
20. **Compliance With Laws.**
 - 20.1 Contractor will keep informed of, and comply with, state, federal, and local laws, ordinances, codes, and regulations that in any manner affect Contractor's performance of this Agreement. Contractor will at all times comply with such laws, ordinances, codes, and regulations.

- 20.2 Contractor will obtain a City Business License before commencing performance under this Agreement.
- 20.3 If Contractor is an out-of-state corporation or LLC, it represents and warrants that it is qualified and registered to do business in the State of California under the California Corporations Code.
- 20.4 City, its officers, and employees, are not liable at law or in equity for Contractor's failure to comply with this paragraph 20.
- 21. Non-Waiver.** City's waiver of any breach of any provision of this Agreement does not constitute a waiver of any other provision of this Agreement, nor does it waive any subsequent breach of the same provision or of any other provision. City's payment to Contractor does not constitute a waiver of any breach or default that might then exist on the part of Contractor. City's payment to Contractor does not impair or prejudice any right or remedy available to City with regard to such breach or default.
- 22. Non-Exclusive Clause.** City does not warrant to contract exclusively with Contractor. The City may contract with another vendor for the same or similar services at any time.
- 23. Headings.** Paragraph headings are only for convenience and may not be used to construe meaning or intent.
- 24. No Construction of Agreement Against Any Party.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement may not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.
- 25. Entire Agreement.** This Agreement, together with Exhibits "A," "B," "C," and "D" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement, or promise not contained in this Agreement about the subject matter of this Agreement is valid and binding on the Parties.
- 26. Modification.** No modification of the Agreement is effective unless it is in writing and mutually agreed to and signed by both Parties.

IN WITNESS WHEREOF this Agreement is entered into by the Parties as follows:

[END OF AGREEMENT. SIGNATURES TO FOLLOW.]

CITY OF POMONA

**ALL CITY MANAGEMENT
SERVICES, INC.**

By: _____
James Makshanoff
City Manager

By: _____
Signature

Date: _____

Print Name

Title

Date

ATTEST:

Rosalia A. Butler, MMC
City Clerk

APPROVED BY CITY ATTORNEY:

Sonia Carvalho, Best Best & Krieger LLP
City Attorney

Approved by City Council on June 6, 2022

EXHIBIT "A"
SCOPE OF SERVICES

Part I

The Scope of Services includes the following:

A. Locations.

1. Contractor will provide one crossing guard at each of 23 locations throughout City at various PUSD locations. Specified locations are included in **Exhibit A, Part II**. All locations are determined at the sole discretion of City.
2. City may add or delete locations at any time during the contract term. City will provide Contractor with a written notice to increase or decrease the service hours accordingly, if needed. Contractor will implement any adjustments in service within seven days from receipt of written notice.

B. Hours. Contractor will provide the Services in accordance with the shift schedule set forth in Exhibit A, Part II, for each day that school is in session (currently estimated to be 180 days, plus some number of summer school days, which number might vary from year to year). Services will not be provided for afterschool programs or for programs that are not designated by City or the PUSD.

C. Schedule Changes. If a school schedule is modified to require that children arrive or depart on a day or time that deviates from the days and times specified in Exhibit A, Part II, Contractor will be notified by the TUS. The TUS will provide details about the modified schedule and the affected schools and locations so that Contractor can ensure that coverage is provided. Contractor will do so.

D. Crossing Guard Duties. Consultant's crossing guards will monitor, supervise, and assure the safety of all school children that utilize intersections and crosswalks while moving to and from school zones. Duties include the following:

1. Stop vehicles by mechanical and hand signals when necessary to permit children to cross the road safely.
2. Maintain order among children who are assembled at street-crossing points and permit them to cross only when it is safe for them to do so.
3. Report to the TUS any traffic or pedestrian safety violations that relate to potential hazardous conditions.
4. Make children aware of traffic-safety elements and the operation of pedestrian controls.
5. Report to designated school administration the names of any children who do not follow safety controls or crossing-guard directions (school administrative contacts will be provided to Contractor after contract award).
6. Wear a reflective traffic-safety vest at all times when on duty.

E. Personnel.

1. Contractor will perform all personnel-related tasks associated with conducting the Services, including, but not limited to, recruitment, hiring, training, supervision, discipline, and termination of employees.
2. Contractor will certify that all employees selected to perform the duties of a crossing guard in City have never been convicted of any felony, any crime of moral turpitude, or any crime against children. Only documented, authorized Contractor employees are eligible to work or permitted on or in City facilities. Contractor will implement a recruitment process that incorporates a pre-employment screening program that includes:
 - a. An employment-reference check
 - b. A criminal-background check and a fingerprint check
 - c. A drug-and-alcohol screening test
 - d. Social Security verification
 - e. INS-9 Verification (proof of INS-9 verification must be provided to City upon request)

- F. Training.** Contractor will provide all required crossing-guard training before deploying any crossing guard to the guard's field assignment. City request and examine copies of all of Contractor's training materials and documentation used to conduct crossing-guard training. Training must include, but need not be limited

to, the following:

1. Classroom training that covers all applicable crossing-guard duties, including, but not limited to, the following:
 - a. handling traffic,
 - b. crossing children safely,
 - c. appearance,
 - d. emergency conditions, including injuries and motor-vehicle collisions,
 - e. legal powers, including knowledge of the legal authority and limitations of the position,
 - f. requirements and courtesies in dealing with children, motorists, and the general public, and
 - g. any additional job requirements that are agreed to by Contractor and City.
2. On-the-job training conducted at the each assigned location. This training must cover all duties and characteristics that are unique to the assigned location. Additional on-the-job training must be provided whenever a change of any type affects the job duties at a particular crossing.

G. Substitute Crossing Guards. Contractor will arrange for and provide all substitute crossing guards when needed, ensuring that all locations are staffed during the days and times as specified in Exhibit A, Part II. Substitute crossing guards must meet the same employment requirements as regularly assigned crossing guards. Contractor will contact the TUS at least 24-hours beforehand if a position cannot be covered by Contractor.

H. Equipment. Contractor will provide all required equipment, including, at a minimum, safety-reflectorized vests, photo-identification badges, hand-held stop signs, whistles, and rain gear. The equipment provided must comply with all applicable laws and established safety standards. Contractor will provide all applicable facilities, vehicles, and other associated equipment necessary to conduct the Services.

I. Complaints. Contractor will investigate each public complaint concerning crossing-guard services. Contractor will contact the TUS within two hours of receiving a complaint to report the nature of the complaint and the course of action, remedy, and resolution of the complaint. Contractor will submit a written report of the incident to the TUS within five business days after the complaint is

received, unless the City agrees in writing to extend the deadline for submitting a particular report.

- J. Reports.** Contractor will maintain detailed reports to track the total number of service hours provided. Reports must list the number of hours worked at each location and must be made available for inspection and audit upon City's request. Contractor will retain copies of all records related to this Agreement and the Services until at least four years after the termination of this Agreement.

**EXHIBIT "A" Part II
SERVICE LOCATIONS AND SHIFTS**

CROSSING GUARD LOCATIONS CITY OF POMONA				
NUMBER	CURRENT PRIORITY RATING	LOCATION	SHIFT HOURS	AVERAGE DAILY COVERAGE HOURS
1	1	La Verne/ Sharon	(M-Tu-Thu) 0730-0825, 1420-1530; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1530	1.99
2	1	Russell/ Leslie	(M-Tu-Thu) 0730-0825, 1420-1530; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1530	1.99
3	1	San Bernardino/ Washington	(M-Tu-Thu) 0730-0825, 1420-1530; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1530	1.99
4	1	La Verne/ La Luna	(M-Tu-Thu) 0730-0825, 1420-1530; (W) 0730-0825, 1320-1415; (F) 0815-0910, 1420-1520	1.9
5	1	San Antonio @ Barfield Elementary	(M-Tu-Thu) 0730-0825, 1420-1515; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1515	1.86
6	1	Palomares/ Cynthia	(M-Tu-Thu) 0730-0825, 1420-1530; (W) 0730-0825, 1320-1430; (F) 0815-0910, 1420-1530	2.29
7	1	Phillips/ Main	(M-Tu-Thu) 0730-0825, 1420-1515; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1515	1.79
8	1	Orange Grove/ Deborah	(M-F) 0715-0805, 1420-1520	1.8
9	2	Dudley/ Arroyo	(M-Tu-Thu) 0730-0825, 1420-1520; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1520	1.85
10	2	Washington/ Lincoln	(M-Tu-Thu) 0730-0825, 1420-1515; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1515	1.79
11	2	Arroyo/ Glen	(M-Tu-Thu) 0730-0825, 1420-1515; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1515	1.79
12	2	View Point/ Village Loop	(M-Tu-Thu) 0745-0825, 1420-1515; (W) 0745-0825, 1320-1500; (F) 0830-0910, 1420-1515	1.67
13	2	Grand/ Huntington	(M-Tu-Thu) 0730-0825, 1420-1520; (W) 0730-0825, 1320-1515; (F) 0815-0910, 1420-1520	2.1
14	2	Ninth/ Goldenrod	(M-Tu-Thu) 0730-0825, 1420-1545; (W) 0730-0825, 1320-1515; (F) 0815-0910, 1420-1545	2.37
15	2	Huntington/ Texas	(M-Tu-Thu) 0730-0825, 1420-1535; (W) 0730-0825, 1320-1530; (F) 0815-0910, 1420-1535	2.35
16	2	Ninth/ San Antonio	(M-Tu-Thu) 0715-0825, 1420-1545; (W) 0715-0825, 1320-1515; (F) 0815-0910, 1420-1545	2.57
17	2	Village Loop/ Old Pomona	(M-Tu-Thu) 0745-0825, 1420-1530; (W) 0715-0825, 1320-1400; (F) 0800-0910, 1420-1530	1.67
18	2	Olive/ Palomares	(M-Tu-Thu) 0730-0825, 1420-1515; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1515	2.29
19	3	Alvarado/ Gordon	(M-Tu-Thu) 0730-0825, 1420-1515; (W) 0730-0825, 1320-1400; (F) 0815-0910, 1420-1515	1.84
20	3	San Antonio/ Kingsley	(M-Tu-Thu) 0715-0825, 1415-1545; (W) 0715-0825, 1320-1400; (F) 0815-0910, 1415-1545	2.5
21	3	Towne/ Alcott	(M-Tu-Thu) 0730-0830, 1420-1515; (W) 0730-0825, 1320-1515; (F) 0815-0910, 1415-1515	2.04
22	3	Philadelphia @ Philadelphia	(M-Tu-Thu) 0715-0825, 1420-1530; (W) 0715-0825, 1320-1430; (F) 0815-0910, 1420-1530	2.34
23	3	Vamana/ Harrison	(M-Tu-Thu) 0730-0830, 1420-1515; (W) 0730-0830, 1320-1400; (F) 0830-0920, 1420-1515	1.84

AVG. PER DAY 2.03

SUMMER SCHOOL
14 LOCATIONS (AVG.)
3 WEEK PERIOD
2.03 HOURS PER DAY (AVG.)

TOTAL DAILY HOURS	46.62
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NUMBER OF REGULAR SCHOOL DAYS	180
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TOTAL REGULAR SCHOOL HOURS (EST.)	8391.6
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TOTAL SUMMER SCHOOL HOURS	428
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TOTAL COMBINED HOURS - REGULAR AND SUMMER SCHOOL	8819.6
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EXHIBIT "B"
RATE SCHEDULE

YEARS 1-3				
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL ANNUAL COST
1	Estimated number of hours required for School Crossing Guard services per year	8,819 Hours	\$55.34/ HR	\$488,043.46

OPTION YEAR 4				
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL ANNUAL COST
1	Estimated number of hours required for School Crossing Guard services per year	8,819 Hours	\$57.34/ HR	\$505,681.46

OPTION YEAR 5				
ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL ANNUAL COST
1	Estimated number of hours required for School Crossing Guard services per year	8,819 Hours	\$59.31/ HR	\$523,054.89

***Option years 4 and 5 are subject to rate adjustments in accordance with paragraph 4.2 of the Agreement.**

EXHIBIT "C"**WRITTEN DETERMINATION**

I, James Makshanoff, City Manager of City of Pomona ("City") have made the following determination with regard to economic interest disclosure requirements for American Guard Services, Inc., in accordance with the Conflict of Interest Code adopted by City:

- Contractor will disclose its economic interest in accordance with the broadest disclosure category in the Code. (CATEGORY I*)
- Contractor has been hired to perform a range of duties that are limited in scope and thus Contractor is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, Contractor need only provide economic interest disclosure under the following categories*:
- CATEGORY I: Business interests and Investments
- CATEGORY II: Supply Sources
- CATEGORY III: Contractors
- CATEGORY IV: Geographic location

*A full explanation of each of these disclosure categories is found on page C-2 of this Exhibit.

- Contractor is not required to comply with Disclosure requirements based on the following:
- Duties of Contractor under this Agreement are not applicable to Conflict of Interest Code

Other: _____

Date: _____

James Makshanoff

City Manager

EXHIBIT "C"**WRITTEN DETERMINATION****DESIGNATED EMPLOYEE CATEGORIES**

- I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest in: a business in which the individual holds an investment or business position¹; a source of income; or real property.

Individuals subject to this category need not disclose under Category II or III, but they must disclose any of the following financial interests within City and within two miles of City boundaries:

- a. investments in business entities²;
- b. business positions held;
- c. sources of income; and
- d. interests in real property.

- II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery or equipment. Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by City:

- a. investments in business entities;
- b. business positions held; and
- c. sources of income.

- III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to: professional services; vendor services; consulting services; and contractor services.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by City:

1 "Business positions" include, but are not limited to, a role as a director, officers, partner, trustee, employee, or any management position.

- 2 "Business entities" include, but are not limited to, sole proprietorships, partnerships, and corporations.

EXHIBIT "C"

WRITTEN DETERMINATION

- a. investments in business entities;
 - b. business positions held; and
 - c. sources of income.
- IV. This category applies to board members and commissioners. Individuals subject to this category must disclose:
- a. all investments in, interest in, or income from, real property located within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; and
 - b. all investments in, interest in, or income from, any business entity:
 - i. in which the person holds a business position; and
 - ii. that either (A) is within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or (B) has conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto at any time during the two years prior to the date of filing the Statements of Economic Interest.

EXHIBIT "D"**INSURANCE REQUIREMENTS**

Contractor will maintain throughout the duration of the term of the Agreement, Liability Insurance covering Contractor and designating City, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that Contractor's insurance policies are primary with respect to any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by City, its elected or appointed officials, directors, officers, authorized agents, and employees must be non-contributory. The Additional Insured Endorsement does not apply to the Professional Liability or Workers' Compensation Insurance requirements.

General Liability:

- a. General Aggregate \$2,000,000
- b. Products Comp/Op Aggregate \$2,000,000
- c. Personal & Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (any one fire) \$50,000
- f. Medical Expense (any one person) \$5,000

Workers' Compensation:

- a. Workers' Compensation Statutory Limits
- b. EL Each Accident \$1,000,000
- c. EL Disease - Policy Limit \$1,000,000
- d. EL Disease - Each Employee \$1,000,000

Automobile Liability:

- a. Any vehicle, combined single limit \$1,000,000

Professional Liability:

- a. General Aggregate \$2,000,000

Contractor will provide thirty (30) days advance notice to City in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements must be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates constitutes a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City has the right but not the duty to obtain replacement insurance and to charge Contractor for any premium due for such coverage. City has the option to deduct any such premium from the sums due to Contractor.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager.

Insurance Reviewed by Risk Manager _____

Date: _____