

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ALL-CITY MANAGEMENT SERVICES

Crossing Guard Services Program (RFP 2528)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, _____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ALL-CITY MANAGEMENT SERVICES, a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Crossing Guard Services Program (RFP 2528).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years from the Effective Date, with an option to extend for two (2) additional one (1)-year terms, not to exceed five (5) years, unless otherwise terminated pursuant to the provisions herein. Should the option to renew for additional years be exercised, Consultant will maintain rates in those years as identified in Exhibit “B.”

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the initial term of the Agreement in the amount of Five Million Three Hundred Twelve Thousand One Hundred Seventy-Six Dollars (\$5,312,176.00) and with an extension of two (2) years for a total sum not to exceed Nine Million One Hundred Twenty-Four Thousand Five Hundred Forty-Six Dollars (\$9,124,546.00) payable in accordance with the terms set forth in Exhibit “B,” attached hereto and incorporated herein by reference. Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Riverside Public Works
City of Riverside
Attn: Diana Palatto
3900 Main Street
Riverside, CA 92522

To Consultant

All-City Management Services
Attn: David Mecusker
11643 Telegraph Road
Santa Fe Springs, CA 90670

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit “C,” represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit “C” have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant’s services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant’s final written statement of the amount of Consultant’s services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City’s rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in this Agreement shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel


[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation


ALL-CITY MANAGEMENT SERVICES, a California corporation

By: _____
City Manager


By:  _____
Baron Farwell - president (May 19, 2026 16:03:36 PDT)
Print Name: Baron Farwell
Title: President
(Signature of Board Chair, President, or Vice President)

Attest: _____
City Clerk

and

By:  _____
Print Name: Demetra Farwell
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

Approved as to Form:

By:  _____
Susan Wilson (May 19, 2026 14:22:31 PDT)
Deputy City Attorney

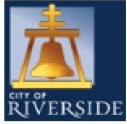
EXHIBIT "A"

SCOPE OF SERVICES

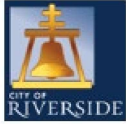
EXHIBIT A – Scope of Services

A. GENERAL PROVISIONS

- I. Company shall monitor, supervise, and assure the safety of all schoolchildren which utilize intersections and crosswalks while moving to, from, and through school zones.
- II. Company will provide all administrative duties associated with managing the Program.
- III. Company shall provide full coordination, staff, scheduling, and overall Program management for all ninety (90) sites.
- IV. Company shall, in their assessment, assign ample Supervisors to ensure effective day to day coordination and management of the Program.
- V. Company shall maintain effective communication with the City, school districts, and other customers to ensure client satisfaction and to review any special event needs or scheduling changes.
- VI. Company shall coordinate and provide emergency site relief via substitute crossing guards as needed to ensure all sites are staffed during the specified hours of service.
- VII. Company shall provide training to crossing guards on any specific policies and procedures necessary to ensure their safety and maintenance of existing service levels.
- VIII. Company shall conduct periodic, at least monthly, field inspection of crossing guards to ensure compliance with City and Company standards and procedures.
- IX. Company to provide immediate status in writing to a designated City Public Works Department representative on any complaints received and the resolution for each.
- X. Company shall implement, with City concurrence, procedures to resolve any identified problems or community complaints.
- XI. Company shall provide all facilities, vehicles, and other associated equipment necessary to implement and manage the Program. Such equipment may include but not be limited to safety-vests, stop signs, whistles, rain gear, and photo-identification badges.
 - a. Crossing guards shall clearly display their photo-identification badge at all times when providing crossing guard service within the City.



#	DepartmentName	DistrictName	SchoolName	LocationName
1	City of Riverside	Alvord USD	Arizona Middle	La Sierra/ Arizona
2	City of Riverside	Alvord USD	Arlanza Elementary	Cypress / Rutland (Stop Sign) S/E
3	City of Riverside	Alvord USD	Arlanza Elementary	Philbin / Rutlan (Stop Sign) S/E
4	City of Riverside	Alvord USD	Arlanza Elementary	Rutland/Trey
5	City of Riverside	Alvord USD	Collett Elementary	Collett/ Newby (Stop Sign) W/N
6	City of Riverside	Alvord USD	Collett Elementary	Collett/ Polk (Stop Sign) S/W
7	City of Riverside	Alvord USD	Foothill Elementary	Wells/Wohlstetter (Signal) N/E
8	City of Riverside	Alvord USD	La Granada Elem	Jones/Gramercy
9	City of Riverside	Alvord USD	La Granada Elementary	Keller / Tyler (Signal) S/W
10	City of Riverside	Alvord USD	Lake Hills Elem	Spring Cnyn/Village Mdw Dr. (S)
11	City of Riverside	Alvord USD	Loma Vista Middle School	Arlington/Western (NW)
12	City of Riverside	Alvord USD	Mc Auliffe Elementary	Golden/ Cochran (Stop Sign) N/W
13	City of Riverside	Alvord USD	Myra Linn Elementary	California / Mobley (Stop Sign) S/E
14	City of Riverside	Alvord USD	Myra Linn Elementary	Tyler/Cook (Signal) S/W
15	City of Riverside	Alvord USD	Norte Vista High	Crest Ave./ Jo Jo way
16	City of Riverside	Alvord USD	Orrenmaa Elem	Indiana/Fillmore (Signal) E/S
17	City of Riverside	Alvord USD	Phillip Stokoe	Ambs/Knoefler (Stop Sign) S/W
18	City of Riverside	Alvord USD	Promenade Elem	Hamilton Dr/Promenade Ave SW 1X
19	City of Riverside	Alvord USD	Promenade Elem	Promenade/Terra (NE)
20	City of Riverside	Alvord USD	Rosemary Kennedy Elementary	Arlington / Mitchell (Signal) N/E
21	City of Riverside	Alvord USD	Rosemary Kennedy Elementary	Arlington Ave / Stover Ave NW
22	City of Riverside	Alvord USD	Terrace Elem	Sylvan Dr./Rutland Ave (SE)
23	City of Riverside	Alvord USD	Terrace Elementary	Rutland/Bruce (Stop Sign) N/W
24	City of Riverside	Alvord USD	Twin Hill Elementary	La Sierra/ Campbell (Signal) S/E
25	City of Riverside	Alvord USD	Valley View Elementary	Gramercy/Peacock (Stop Sign) W/S
26	City of Riverside	Alvord USD	Valley View Elementary	Sierra Vista Ave/Gedney Way NW
27	City of Riverside	Alvord USD	Villegas Middle School	Harvill Ln / Woodcliff Cr.
28	City of Riverside	Alvord USD	Villegas Middle School	Indiana/ Lincoln NE
29	City of Riverside	Alvord USD	Villegas Middle School	Lincoln Ave/ Harlow Ave (NE)
30	City of Riverside	Alvord USD	Wells Middle School	Wells Ave/West of Coonen DR IFOS 1X
31	City of Riverside	Alvord USD	Wells Middle School	Wells/ Noble
32	City of Riverside	Private - St Catherines SD - A	St Catherines	Arlington/ Brockton -Stop Sign- N/W
33	City of Riverside	Riverside USD	Adams Elementary	Adams St./North of Brunswick Ave. mid block
34	City of Riverside	Riverside USD	Adams Elementary	Adams/ Arlington (Signal) S/W
35	City of Riverside	Riverside USD	Alcott Elementary	Central/ Falkirk (Signal) N/E
36	City of Riverside	Riverside USD	Amelia Earhart Middle School	Barton/ Aptos (Stop Sign) N/E
37	City of Riverside	Riverside USD	Casa Blanca Elementary	Lincoln Ave/ Collingwood Ave SE
38	City of Riverside	Riverside USD	Casa Blanca Elementary	Lincoln Ave/Madison St ()
39	City of Riverside	Riverside USD	Casa Blanca Elementary	Lincoln Ave/Washington St.
40	City of Riverside	Riverside USD	Castleview Elementary	Shaker/ Lynridge (Stop Sign) N/E
41	City of Riverside	Riverside USD	Emerson Elementary	Ottawa/ Driveway Exit E/W
42	City of Riverside	Riverside USD	Franklin Elementary	Orange Terrace Pkwy/ Silk Oak (Signal) S/E
43	City of Riverside	Riverside USD	Fremont Elementary	Orange/ La Cadena
44	City of Riverside	Riverside USD	Fremont Elementary	Orange/ Oakley -Stop Sign- N/E
45	City of Riverside	Riverside USD	Fremont Elementary	Orange/ Russell -Stop Sign- N/W
46	City of Riverside	Riverside USD	Fremont Elementary	Orange/ Strong -Stop Sign- N/W
47	City of Riverside	Riverside USD	Harada Elementary	Blaine/ Watkins (Signal) N/W



#	DepartmentName	DistrictName	SchoolName	LocationName
48	City of Riverside	Riverside USD	Harada Elementary	Highlander/ Sugarloaf (Stop Sign) N/W
49	City of Riverside	Riverside USD	Harrison Elementary	Harrison/ Bella Vista (Stop Sign) N/W
50	City of Riverside	Riverside USD	Hawthorne Elementary	Jackson/ RRX AM-N.Side / PM-S.Side
51	City of Riverside	Riverside USD	Hawthorne Elementary	Lincoln / Irving -Stop Sign- N/W
52	City of Riverside	Riverside USD	Hawthorne Elementary	Lincoln/Jackson -Signal- N/E
53	City of Riverside	Riverside USD	Highgrove Elem	Center/ Garfield (SW)
54	City of Riverside	Riverside USD	Highgrove Elem	Center/ RRX (SW) West of Transit
55	City of Riverside	Riverside USD	Jackson Elementary	Colorado / Monticello (Stop Sign) S/E
56	City of Riverside	Riverside USD	Jackson Elementary	Colorado/ Jackson (Signal) S/E
57	City of Riverside	Riverside USD	Jefferson Elementary	Arlington / Phoenix -Signal- N/E
58	City of Riverside	Riverside USD	Jefferson Elementary	Arlington/ California -Signal- S/W
59	City of Riverside	Riverside USD	Jefferson Elementary	California/Jefferson -Signal- N/E
60	City of Riverside	Riverside USD	John F Kennedy Elementary	Barnwood/ Schoolhouse (Stop Sign) S/W
61	City of Riverside	Riverside USD	John F Kennedy Elementary	JFK/ Trautwein (signal) W/S
62	City of Riverside	Riverside USD	Lake Matthews	Blackburn/Orange-wood (NE)
63	City of Riverside	Riverside USD	Liberty Elementary	Magnolia/ Roosevelt -Signal- N/W
64	City of Riverside	Riverside USD	Liberty Elementary	Magnolia/ Van Buren -Signal- S/W
65	City of Riverside	Riverside USD	Liberty Elementary	Roosevelt / Hayes -Stop Sign- S/W
66	City of Riverside	Riverside USD	Liberty Elementary	Van Buren/ Garfield -Signal- S/E
67	City of Riverside	Riverside USD	Longfellow Elementary	7th St./ Franklin NE
68	City of Riverside	Riverside USD	Longfellow Elementary	7th/ Kansas (Stop Sign) N/E
69	City of Riverside	Riverside USD	Longfellow Elementary	Mission Inn/ Eucalyptus (Stop Sign) N/W
70	City of Riverside	Riverside USD	Madison Elementary	Madison/ Delaware (Signal) N/E
71	City of Riverside	Riverside USD	Magnolia Elementary	Maplewood Pl/ Birch St SE
72	City of Riverside	Riverside USD	Mark Twain Elementary	Cote/ Krameria (Stop Sign) S/W
73	City of Riverside	Riverside USD	Matthew Gage Middle	Lincoln/ Maude (Stop Sign) E/S
74	City of Riverside	Riverside USD	Monroe Elementary	Garfield / Monroe (Stop Sign) N/W
75	City of Riverside	Riverside USD	Monroe Elementary	Heidi Rd/Garfield St NE
76	City of Riverside	Riverside USD	Mt View Elementary	Jurupa/ Grand -Signal- E/S
77	City of Riverside	Riverside USD	Mt View Elementary	Streeter Ave/Jerry Louder N/E
78	City of Riverside	Riverside USD	Mt View Elementary	Streeter/ Mt.View -Signal- S/W
79	City of Riverside	Riverside USD	Pachappa Elementary	Riverside/ Central -Signal- E/S
80	City of Riverside	Riverside USD	Pachappa Elementary	Riverside/Merrill N/W
81	City of Riverside	Riverside USD	Patricia Beatty Elementary	American/ Strong N/E
82	City of Riverside	Riverside USD	Sierra Middle School	Streeter / Central (Signal) S/E
83	City of Riverside	Riverside USD	Taft Elementary	New Ridge/ Mission Grove (Stop Sign) S/E
84	City of Riverside	Riverside USD	Tomas Rivera Elementary	Orange Terrace Pkwy/ Golden Rain (Stop Sign) S/E
85	City of Riverside	Riverside USD	Victoria Elementary	Arlington/ Anna (Signal) N/W
86	City of Riverside	Riverside USD	Washington Elementary	Jane / Lincoln -Stop Sign- N/W
87	City of Riverside	Riverside USD	Washington Elementary	Jane/ Fairchild -Stop Sign- E/S
88	City of Riverside	Riverside USD	Washington Elementary	Jane/ Victoria -Stop Sign- N/W
89	City of Riverside	Riverside USD	Woodcrest Elem	Washington/Van Buren (NW)
90	City of Riverside	Riverside USD	Woodcrest Elem	Washington/Kramiera(NE)

- XII. Company shall provide all employees with equipment that complies with all applicable laws and established safety standards.
- XIII. Company shall maintain detailed records and reports as necessary to document that the requirements and provisions specified in the Scope of Services have been fully implemented and maintained. These records shall be made available for inspection and audit by the City at any time.
- XIV. Company to provide yearly pedestrian study counts on crossing guard locations.
- XV. Company agrees to ensure that each existing crossing guard offered employment by the Company undergoes Live Scan fingerprinting and background checks conducted by an approved and certified Live Scan provider.
 - a. Company shall ensure that each new hire who will work within the City of Riverside undergoes Live Scan fingerprinting and background checks conducted by an approved and certified Live Scan provider.
 - b. Company shall notify City in the event Company will not offer employment to any existing crossing guard due to something identified during the background check.
- XVI. Any Company employee whose conduct is not satisfactory, as determined by the City, shall be removed from providing services in the City.
- XVII. Locations may be subtracted at the request of the City. Company will adjust the service hours and service locations as needed to accommodate any such requests.
- XVIII. The City may remove crossing guard locations and/or reduce crossing guard hours at a location following 24-hour prior written notice to Company.
- XIX. Company shall investigate all public complaints within one (1) school day concerning crossing guard services. In the event of a complaint, Company **shall immediately** contact the City Public Works Department representative to convey the nature of the complaint and the course of action to be taken to resolve said complaint.

B. OPTIONAL SERVICES

I. To serve as a Neighborhood Services Ambassador (Observer) and to report livability issues to the City's Call Center on items such as the following:

- a. Area: One (1) mile radius of assigned school (Elementary or Middle) – To be determined by the City.

b. Midday: After AM crossing and before PM crossing times.

c. Duration: Two (2) hour maximum

II. Expectation: Canvass surrounding neighborhood(s) adjacent to school, submit nonemergency request for services (via telephone call) to the City's Call Center/311 for the following, but not limited to:

a. Public Utilities/Electric

i. Street Lights - broken

b. Public Works/Street Maintenance

i. Sidewalk or Curb - repairs

ii. Potholes - repairs

iii. Street Signs - disrepair

iv. Graffiti - removal

c. Public Works/Solid Waste

i. Vacant lots – illegal dumping of trash

d. Public Works/Parking Enforcement and Police Department

i. Abandoned Vehicles (72 hours)

e. Public Works

i. Animals - strays

ii. Shopping Carts - abandoned

f. Public Works/Landscape and Trees Maintenance

i. City Tree - down branches

g. Public Works/Storm Drain Maintenance

i. Storm Drain - backup

h. Public Works/Traffic Signal Maintenance

i. Traffic Signals - broken

EXHIBIT "B"
COMPENSATION

Cost Exhibit – (20%)

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Scope of Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including the following:

- a. The Daily Rate for each location, as outlined in the Scope of Services (Exhibit A), is assumed to cover all costs related to staffing, supervision, and program management. Daily Rates provided for the Items listed above are applicable for 12-month periods, as specified below (**required**):
- b. For the addition/subtraction of school locations, at the City's request, based on the baseline number of locations listed in the Crossing Guard Locations (Exhibit B).

Effective Period Crossing	Guard Services Daily Rate per Crossing Location	Price Per School (cost to add/subtract) Location	Yearly Price
July 1, 2026, through June 30, 2027	\$106.09	\$106.09	\$1,718,650.00
July 1, 2027, through June 30, 2028	\$109.27	\$109.27	\$1,770,210.00
July 1, 2028, through June 30, 2029	\$112.55	\$112.55	\$1,823,316.00
July 1, 2029, through June 30, 2030	\$115.93	\$115.93	\$1,878,015.00
July 1, 2030, through June 30, 2031	\$119.40	\$119.40	\$1,934,355.00

- a. Optional (**not required**) – "Ambassador" Services - Daily Rate are for 12-month periods as described in the Scope of Services (Exhibit A, Section B - Optional Services)
- b. Responder is not offering "Ambassador" Services when pricing is indicated as "Not Offered" as listed below.

EXHIBIT "C"

KEY PERSONNEL

David Mecusker