

CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF DAVIS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between the City of Davis and DJUSD is to provide adult supervision and assistance to elementary and junior high school students in crossing streets near schools and certain intersections. DJUSD agrees to pay 50% of the cost of the City of Davis agreement with Safesite Guard Services, a new vendor for this service. An additional location, at Drexel Drive and Chestnut Avenue, has been added for 2019-20, bringing the total to thirteen (13) locations throughout Davis. Additionally, inflation, increases in minimum wage and employer-paid sick leave requirements have increased the cost of these services.

FISCAL IMPACT: The term of this agreement is from May 2, 2019, to June 30, 2022. DJUSD paid \$60,000 for crossing guard services in 2018-19. See the chart below for the cost of this agreement for the next three years. These services will be included in the approved budget for each fiscal year.

Fiscal Year	Total Cost	City Cost	DJUSD Cost	City Administration Fee	Total DJUSD Cost
2019-20	\$179,096	\$89,548	\$89,548	\$5,373	\$94,921
2020-21	\$184,464	\$92,232	\$92,232	\$5,534	\$97,766
2021-22	\$190,320	\$95,160	\$95,160	\$5,710	\$100,870

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into as of May 21, 2019, by and between the CITY OF DAVIS, a municipal corporation of the State of California (the "City") and the DAVIS JOINT UNIFIED SCHOOL DISTRICT (the "School District").

Recitals

WHEREAS, on May 21, 2019, the City entered into an Agreement for Contractual Services (the "Crossing Guard Agreement") with Safesite Guard Services (the "Contractor") (attached hereto as **Exhibit A** and incorporated herein by reference), in which the Contractor agreed to provide adult crossing guard services to school age children in designated areas throughout the City through the 2021-22 school year; and

WHEREAS, pursuant to the Crossing Guard Agreement, the Contractor provides adult supervision and assistance to elementary and junior high school students in crossing streets near elementary and junior high schools and certain intersections within the City; and

WHEREAS, the City and the School District agree and acknowledge that the services provided by the Contractor benefit the health, safety and welfare of the public generally and school age children in particular; and

WHEREAS, the City and the School District consequently both benefit from the crossing guard services provided by the Contractor;

Agreement

NOW, THEREFORE, the City and the School District hereby agree as follows:

1. The City and the School District shall share in the cost of the crossing guard services provided by the Contractor. The School District agrees to pay 50% of the total cost to City of compensating the Contractor as set forth in the then current Crossing Guard Agreement.
2. The City shall bill the School District on a quarterly basis for the School District's share of the cost of compensating the Contractor pursuant to section 1 of this Agreement. The City shall, upon receipt of a bill for services from the Contractor, remit full payment to the Contractor. The School District shall remit its quarterly payment to the City within 30 days of receipt of an invoice from the City.

3. The City shall bill the School District on a yearly basis for the administration of the Crossing Guard Agreement pursuant to section 1 of this Agreement, in the amount of 3% of actual cost of compensating the Contractor for the just-concluded school year. The School District shall remit its payment to the City within 30 days of receipt of an invoice from the City.

4. Extensions or renewals to the Crossing Guard Agreement, subject to payments by the School District under this Agreement, shall only be approved by the City if prior approval is obtained from the School District in writing. City shall provide written notice to the School District sixty (60) days prior to the anticipated commencement date of the Crossing Guard Agreement and shall also inform School District of the anticipated cost of the Crossing Guard Agreement. School District shall approve or decline to approve the extension or renewal of the Crossing Guard Agreement and the School District's obligation to reimburse the City pursuant to this Agreement within thirty (30) days of receipt of the City's notice.

5. This Agreement shall be effective immediately and shall remain in effect for the duration of the term of the Crossing Guard Agreement, as extended by any Amendments or Extensions. The City and the School District agree that in the event that the Crossing Guard Agreement is terminated by either the City or Contractor, this Agreement shall terminate by its terms on the same date as the termination of the Crossing Guard Agreement unless the School District owes the City money under this Agreement, in which case this Agreement shall terminate on the date the School District makes its final reimbursement payment to the City for services rendered up to the date of termination of the Crossing Guard Agreement.

6. Only the City has the authority to deal directly with Contractor to resolve issues or complaints arising from Crossing Guard services. City and School District will work jointly regarding expansion or reduction of Crossing Guard services or locations. City retains sole right to amend or terminate Contractor agreement.

7. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

8. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

9. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

10. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yolo County.

11. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

12. This Agreement represents the entire understanding of City and School District as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 4 of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized agents have executed this Agreement.

Dated: _____

Dated: _____

CITY OF DAVIS

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____
City Manager

By: _____

**CITY OF DAVIS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of July 1, 2019 by and between the City of Davis, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 23 Russell Boulevard, Davis, CA 95616 ("City"), and Safesite Guard Services, a Limited Liability Company with its principal place of business at 1379 Via Colonna Terrace Davis California 95618 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Crossing Guard Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$180,000 for 2019-2020 school year, a total of \$184,464 for 2020-2021 school year, and \$190,320 for the 2021-2022 school year. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **[July 1, 2019]** to **[June 30, 2022]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the

Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability damage	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and

shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance

through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined

under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Living Wage Ordinance.

a. Consultant agrees to comply with Davis Municipal Code Chapter 15.20, the City of Davis Living Wage Ordinance. If Consultant employs six (6) or more employees, and receives \$25,000 or more from the City pursuant to this Agreement and any other contracts with the City during a twelve month period, Consultant shall be required to provide all employees eligible under Chapter 15.20 with the minimum compensation set forth in Davis Municipal Code Section 15.20.060 during the term of this Agreement.

b. Prior to commencement of any work under this Agreement, Consultant and all subconsultants that are subject to the requirements of Chapter 15.20 will provide certification in a form satisfactory to the City that Consultant and subconsultants are providing all eligible employees the minimum compensation required pursuant to Davis Municipal Code Section 15.20.060. Additionally, prior to commencement of any work, Consultant shall notify in writing all employees that are eligible for minimum compensation of their rights under Chapter 15.20.

c. Consultant shall maintain all records and documents necessary to establish whether Consultant is subject to Chapter 15.20. If Consultant is subject to the requirements of Chapter 15.20, Consultant shall further be required to maintain monthly records of Consultant's employees, including records showing the hourly rate paid to each employee, the amount paid by Consultant for health benefits, if any, and the amount of days off provided per year for sick leave, vacation, or personal necessity. The records described in this subsection shall be made available to the City upon request. The failure to produce these records within three (3) business days following request by the City shall be a default under this Agreement.

d. Consultant shall include the requirements of Chapter 15.20 in any and all agreements with subconsultants hired to provide services pursuant to this Agreement. Any and all subconsultants retained by Consultant to provide services pursuant to this Agreement that employ six or more employees and receive \$25,000 or more for services provided to the City pursuant to this and any other City contracts during a 12-month period shall be required to comply with the terms of Chapter 15.20. Failure by a subconsultant subject to the requirements of Chapter 15.20 to comply with the terms of Chapter 15.20 shall constitute a default of the Consultant under this Agreement.

16. Use of Recycled Paper. Consultant shall comply with the City's policy on the use of recycled paper, as set forth in Exhibit "D" of this Agreement.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

20. Organization

Consultant shall assign Dina Furman as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Davis	Dina Furman
1717 5 th Street	1379 Via Colonna Terrace
Davis, CA 95616	Davis, CA 95616
Attn: Jennifer Donofrio, Bike and Pedestrian Coordinator	(530) 400-0909

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

29. Time of Essence

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

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

32. Interest of Subconsultants.

Consultant further covenants that, in the performance of this Agreement, no subconsultant or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided City with a list of all subconsultants and the key personnel for such subconsultants that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the City in affirming compliance with this Section

33. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DAVIS
AND SAFESITE GUARD SERVICES LLC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF DAVIS

Dina Furman

By: _____
Mike Webb
City Manager

By: 
Its: SGS LLC Director

Printed Name: Dina Furman

ATTEST:

By: _____
Zoe S. Mirabele, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Harriet A. Steiner
City Attorney

EXHIBIT A

CONTRACTOR DUTIES

The Contractor's duties shall include:

- Administration
- Hiring, termination, and supervision of all guards
- Compliance with all applicable federal, state and local laws, codes, ordinances, regulations, orders and decrees, including all applicable state laws regarding security checks for employees working with children
- Compliance with Davis Joint USD Administrative Regulation Appointment and Conditions of Employment AR 4112 Personnel Provision of substitutes.
- Reviewing and approving time cards of all guards
- Crossing guard payroll
- Administering, scheduling and arranging training for all guards
- Certifying of successful crossing guard training
- Provide all equipment for guards.
- Ensure that all locations have guards (provide substitutes)
- Serve as a liaison to the city and school district
- Respond effectively to all complaints

Exhibit A

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract, and Consultant shall charge City for services provided in accordance with the rates as set forth below.

Hourly Rate for 2019/2020 School Year: \$18.35 Based on 9,760 hours for a total of \$179,096

Hourly Rate for 2020/2021 School Year: \$18.90 Based on 9,760 hours for a total of \$184,464

Hourly Rate for 2021/2022 School Year: \$19.50 Based on 9,760 hours for a total of \$190,320

Exhibit B

EXHIBIT C

Activity Schedule

SCHOOL/LOCATION INFORMATION AND DUTY HOURS

Most crossing guard locations serve both elementary school and junior high school students. Below is a list of the crossing guard posts and the duty hours. Wednesdays start late at the junior high schools and the elementary schools finish early. As a result, crossing guard shifts are longer on Wednesdays to accommodate the varying schedules.

	Locations	School Bell Schedules and Crossing Guard Shifts					
1	Covell and Birch Lane intersection-signalized intersection.	<u>Bell Schedules of nearby schools:</u> <i>Birch Lane Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i> <i>Holmes Jr. High: M,T,TH, & F: 8:15 a.m.-3:25 p.m. Wednesday: 9:10 a.m.-3:25 p.m.</i>					
		MON	TUE	WED	THU	FRI	
		<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-9:10	7:45-8:30	7:45-8:30
		<i>Afternoon shift</i>	2:30-4:00	2:30-4:00	1:30-2:00 & 3:20-4:00	2:30-4:00	2:30-4:00
2	Chavez Elementary in front of school-signalized intersection.	<u>Bell Schedule of nearby schools:</u> <i>Chavez Elementary: M,T,TH, & F: 8:25 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>					
		MON	TUE	WED	THU	FRI	
		<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30
		<i>Afternoon shift</i>	2:30-4:00	2:30-4:00	1:30-2:00	2:30-4:00	2:30-4:00
3	Loyola and Alhambra intersection- All way stopped	<u>Bell Schedules of nearby schools:</u> <i>Korematsu Elementary: M,T,TH, & F: 8:25 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>					
		MON	TUE	WED	THU	FRI	

Locations		School Bell Schedules and Crossing Guard Shifts				
	intersection.	MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-3:30	2:30-3:30	1:30-2:00	2:30-3:30	2:30-3:30
4	Danbury Street and Lillard Drive intersection- Stop controlled crossing.	<u>Bell Schedules of nearby schools:</u> <i>Montgomery Elementary: M,T,TH, & F: 8:25 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-3:30	2:30-3:30	1:30-2:00	2:30-3:30	2:30-3:30
5	North Davis Elementary in front of school- Enhanced pedestrian crossing.	<u>Bell Schedules of nearby schools:</u> <i>North Davis Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-3:30	2:30-3:30	1:30-2:00	2:30-3:30	2:30-3:30
6	North Davis Elementary B and 14 th Streets- All way Stop controlled. Three crosswalks.	<u>Bell Schedules of nearby schools:</u> <i>North Davis Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i> <i>Chavez Elementary: M,T,TH, & F: 8:25 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i> <i>Holmes Jr. High: M,T,TH, & F: 8:15 a.m.-3:25 p.m. Wednesday: 9:10 a.m.-3:25 p.m.</i> <i>Davis Senior High: M,T,TH, & F: 8:15 a.m.-3:30 p.m. Wednesday: 8:53 a.m.-2:30 p.m.</i>				
		MON	TUE	WED	THU	FRI

Locations		School Bell Schedules and Crossing Guard Shifts				
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-9:10	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-4:00	2:30-4:00	1:30-2:00 & 3:20-4:00	2:30-4:00	2:30-4:00
7	Shasta Drive and Arlington Boulevard intersection-Signalized intersection.	<u>Bell Schedules of nearby schools:</u> <i>Patwin Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i> <i>Emerson Jr High: M,T,TH, & F: 8:15 a.m.-3:30 p.m. Wednesday: 9:10 a.m.-3:15 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-9:10	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-3:45	2:30-3:45	1:30-2:00 & 3:10-3:40	2:30-3:45	2:30-3:45
8	<ul style="list-style-type: none"> Hamel Street and Schmieser Avenue (morning shift only) Pioneer Elementary In front of school (afternoon shift only) 	<u>Bell Schedules of nearby schools:</u> <i>Pioneer Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:30-8:30	7:30-8:30	7:30-8:00	7:30-8:30	7:30-8:30
	<i>Afternoon shift</i>	2:30-3:30	2:30-3:30	1:30-2:00	2:30-3:30	2:30-3:30
9	Cowell and Mace intersection-signalized intersection.	<u>Bell Schedules of nearby schools:</u> <i>Pioneer Elementary M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i> <i>Harper Jr. High: M,T,TH, & F: 8:30 a.m.-3:25 p.m. Wednesday: 9:40 a.m.-3:25 p.m.</i>				

Locations		School Bell Schedules and Crossing Guard Shifts				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-9:40	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-4:00	2:30-4:00	1:30-2:00 & 3:20-4:00	2:30-4:00	2:30-4:00
10	Willett Elementary in front of school. Enhanced crosswalk.	<u>Bell Schedules of nearby schools:</u> <i>Willett Elementary M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-3:30	2:30-3:30	1:30-2:00	2:30-3:30	2:30-3:30
11	F Street south of Covell Boulevard- Enhanced crossing connecting Community Park to Little League pathway	<u>Bell Schedules of nearby schools:</u> <i>North Davis Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i> <i>Holmes Jr. High: M,T,TH, & F: 8:15 a.m.-3:25 p.m. Wednesday: 9:10 a.m.-3:25 p.m.</i> <i>Davis Senior High: M,T,TH, & F: 8:15 a.m.-3:30 p.m. Wednesday: 8:53 a.m.-2:30 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:15-8:30	7:15-8:30	8:00-9:30	7:15-8:30	7:15-8:30
	<i>Afternoon shift</i>	3:15-4:00	3:00-4:00	1:30-2:00 & 3:20-4:00	3:15-4:00	3:15-4:00
12	Santa Cruz and Loyola Drive- No stop controls for drivers. Two crosswalks.	<u>Bell Schedules of nearby schools:</u> <i>Korematsu Elementary: M,T,TH, & F: 8:25 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>				
		MON	TUE	WED	THU	FRI

Locations		School Bell Schedules and Crossing Guard Shifts				
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-3:30	2:30-3:30	1:30-2:00	2:30-3:30	2:30-3:30
13	Drexel Drive and Chestnut Lane- No stopping along Drexel Drive bicycle boulevard. Stop Signs along Chestnut Lane.	<u>Bell Schedules of nearby schools:</u> <i>Holmes Jr. High: M,T,TH, & F: 8:15 a.m.-3:25 p.m.</i> <i>Wednesday: 9:10 a.m.-3:25 p.m.</i> <i>Birch Lane Elementary: M,T,TH, & F: 8:30 a.m.-2:35 p.m. & 3:05 p.m. Wednesday: 8:30 a.m.-1:30 p.m.</i>				
		MON	TUE	WED	THU	FRI
	<i>Morning Shift</i>	7:45-8:30	7:45-8:30	7:45-9:10	7:45-8:30	7:45-8:30
	<i>Afternoon shift</i>	2:30-4:00	2:30-4:00	1:30-2:00 & 3:20-4:00	2:30-4:00	2:30-4:00

EXHIBIT D
USE OF RECYCLED PAPER

All paper used for any reports that are required to be submitted under this Agreement shall be produced on recycled paper conforming to the minimum content standards as specified herein. All such reports shall have the front cover labeled in such a way as to clearly identify that the report was produced on recycled paper. Where practicable, the pages of all such reports shall be produced double-sided.

Definitions.

Postconsumer Material means only those paper products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from solid wastes for the purpose of collection, recycling, and disposition.

Recovered Paper Material means paper waste generated after the completion of a papermaking process, such as postconsumer materials, envelope cuttings, bindery trimmings, printing wastes, cutting and other converting wastes, butt rolls and mill wrappers, obsolete inventories, and rejected unused stock. Recovered paper material, however, shall not include fibrous wastes generated during the manufacturing process such as fibers recovered from wastewater or trimmings of paper machine rolls (mill broke), or fibrous byproducts of harvesting, extractive or woodcutting processes, or forest residues such as bark.

Minimum Content Standard. The following categories of paper must contain the minimum percentages of material listed under both "Recovered Material" and "Postconsumer Material" included within the total "Recovered Material" percentage. When utilizing a category of paper not listed below, the paper shall contain the highest percentage of recycled paper available.

I. Paper Category	II. Minimum Percentage of "Recovered Material"	III. Minimum Percentage of "Postconsumer Material"
IV. High-speed Xerographic	V. 50	VI. 10
VII. Bond Paper	VIII. 50	IX. 10
X. Cover Stock	XI. 50	XII. 10
XIII. Envelopes	XIV. 50	XV. 10