

AGREEMENT FOR CONSULTING SERVICES  
WITH THE CITY OF AGOURA HILLS  
FOR CROSSING GUARD SERVICES

NAME OF CONSULTANT:	All City Management Services
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Baron Farwell
CONSULTANT'S ADDRESS:	1749 S. La Cienega Blvd. Los Angeles, CA 90035
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301  Attention: Jim Thorsen
COMMENCEMENT DATE:	July 1, 2005
TERMINATION DATE:	June 30, 2006
CONSIDERATION:	\$57,974

AGREEMENT FOR CONSULTING SERVICES  
WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and All City Management Services, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services the Consideration set forth above. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. CONSULTANT: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.

(i) Worker's Compensation Insurance to cover its employees, if any, as required by the California Labor Code. CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(ii) Comprehensive general liability insurance protecting CONSULTANT in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000; or such other limits as are agreed to in writing by CITY.

(iii) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with the City.

Such policies of insurance shall cover the operations of CONSULTANT pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additional insureds (except on errors and omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A VII; shall be primary as respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause.

(b) CONSULTANT shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverage's required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONSULTANT shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. CONSULTANT agrees to indemnify CITY, its officers, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of CONSULTANT, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder.

Section 11. Termination. CITY may terminate this Agreement with or without cause upon five days' written notice to CONSULTANT without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 12. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2005

CITY OF AGOURA HILLS

\_\_\_\_\_  
Ed Corridori, Mayor

\_\_\_\_\_  
Craig Steele, City Attorney

\_\_\_\_\_  
Baron Farwell, Manager  
All City Management

Attest:

\_\_\_\_\_  
Kimberly Rodrigues, City Clerk

EXHIBIT A  
 Scope of Crossing Guard Services  
 FY 2005-06

<b><u>SITE</u></b>	<b><u>SCHEDULE</u></b>	<b><u>HOURS</u></b>
1. <b>Sumac Elementary</b> Arcadia Avenue & Eagleton Street	7:45 – 8:30	3
2. <b>Yerba Buena Elementary</b> <b>Lindero Canyon Middle School</b> Larboard Lane & Rainbow View Drive Stonecrest Drive & Reyes Adobe Road Rainbow View Drive & Lake Lindero Drive Lake Lindero Drive & Thousand Oaks Boulevard	7:45 – 9:45 1:45 – 3:45	4 4 4 4
3. <b>Willow Elementary</b> Rustling Oaks & Laro Drive	7:45 – 8:30 1:55 – 3:10	3

EXHIBIT B  
Schedule of Payment  
FY 2005-06

The CITY agrees to pay CONSULTANT for services rendered pursuant to the AGREEMENT the sum of \$14.64 per hour for guard service provided. It is understood that the cost of providing approximately 3,960 hours of service shall not exceed \$57,974 for fiscal year 2005-2006.