



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 FAX (831) 394-6421

DATE: September 23, 2025
TO: Honorable Mayor and City Council
FROM: John Guertin, City Manager
SUBJECT: Approval of Contract with City of Seaside for Street Sweeping Services and Budget Modification
CEQA: Not applicable.

Discussion

The City of Del Rey Oaks has contracted with the City of Seaside for street sweeping services since October 2007. The agreement provided monthly sweeping of City streets and has ensured clean public rights-of-way and improved stormwater quality.

As a matter of best practice, and to ensure the continuation of essential municipal services under updated contract terms, staff recommends approval of a new contract.

The new agreement with the City of Seaside updates and replaces the 2007 contract. Under the agreement, Seaside will provide monthly street sweeping services for a total of six (6) hours per month.

The contract establishes an annual cost of \$12,068.16 for services, which is consistent with the scope of work and the City's operational needs. In the FY 2025-26 Adopted Budget, the City allocated \$10,000 in Fund 210 (Gas Tax) for street sweeping services. To cover the full contract cost, staff is requesting a budget modification of \$2,068.16, increasing Fund 210, Department 311, Account 63510 from \$10,000 to \$12,068.16.

The agreement also includes standard provisions for insurance, indemnification, performance standards, and dispute resolution. Staff has reviewed the contract terms and finds them to be reasonable, consistent with industry standards, and beneficial for the City.

Approval of the proposed agreement with the City of Seaside will ensure continued street sweeping services under updated terms and best practices. The accompanying budget modification will ensure sufficient appropriations to cover the contract cost.

Fiscal Impacts

The annual cost of \$12,068.16 will be funded from Fund 210 (Gas Tax), Department 311 (PW/Streets), Account 63510 (Street Sweeping). The Adopted FY 2025-26 Budget included \$10,000

for this purpose. A budget modification of \$2,068.16 is necessary to fully fund the contract.

Recommendation

It is recommended that the City Council:

1. Approve and authorize the City Manager to execute an Agreement with the City of Seaside for street sweeping services in the amount of \$12,068.16 annually; and
2. Approve a budget modification to increase Fund 210 (Gas Tax), Department 311 (PW/Streets), Account 63510 (Street Sweeping) by \$2,068.16, bringing the total appropriation to \$12,068.16, to fully fund the contract.

Attachments

- Draft Agreement
- Resolution 2025-16

Respectfully submitted,

John Guertin
City Manager

**CITY OF DEL REY OAKS
AGREEMENT**

THIS AGREEMENT (“Agreement”) is executed September 23, 2025, by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter “City”), and the CITY OF SEASIDE (hereinafter “Seaside”), each of which is referred to herein as a “party,” and collectively referred to herein as the “parties.”

RECITALS

WHEREAS the City wishes to engage Seaside to perform the services required by this Agreement as City does not have the capability to perform such work.

WHEREAS Seaside is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS Seaside represents it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Seaside agrees to provide to the City, as the scope of services under this Agreement, the following services: Maintain and conduct monthly street sweeping services on all City streets for the total of six (6) hours per month.

B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay, and Seaside agrees to accept as full and fair consideration for the performance of this Agreement \$12,068.16 per year, billed to City quarterly. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Seaside shall submit written invoices to the City. Seaside’s invoices shall include a brief description of the services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence September 23, 2025.

B. **Timely Work.** Seaside shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONTRACTOR

A. **Independent Contractor.**

i. Seaside is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or City department or agency is intended in any manner, and Seaside shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Seaside shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Seaside's performance of services under this Agreement. In connection with this, Seaside shall defend, indemnify and hold the City harmless from all liability, which the City may incur because of Seaside's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted to render the City the agent, employer, or partner of Seaside, or the employer of anyone working for or subcontracted by Seaside, and Seaside must not do anything that would result in anyone working for or subcontracted by Seaside being considered an employee of the City. Seaside is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831-394-8511

B. **Seaside's Representative.** Seaside appoints the individual named below as its contact person for the purposes of this Agreement.

Name:
Title:
Address:
Telephone:

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Seaside hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Seaside shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys’ fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Seaside, anyone directly or indirectly employed by Seaside, or anyone Seaside controls (collectively “Liabilities”). Seaside shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Seaside’s negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnitee.

7. INSURANCE

Seaside shall submit and maintain in full force all insurance as described herein. Without altering or limiting Seaside’s duty to indemnify, Seaside shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers’ Compensation Insurance.** If Seaside employs others in the performance of this Agreement, Seaside shall maintain Workers’ Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be an additional named insured on Seaside’s policy.
- ii. All insurance required under this Agreement must be written by an insurance company either:
 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;
 - or
 2. an insurance company with a current A.M. Best rating of no less than A:VII.

iii. Prior to the start of work under this Agreement, Seaside shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Seaside shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the number of coverages or the term of coverages.

iv. Neither the insurance requirements hereunder, nor acceptance or approval of Seaside's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Seaside's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Seaside is financially liable for its indemnity obligations under this Agreement.

v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Seaside warrants that Seaside and Seaside's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Seaside and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Seaside shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Seaside shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

D. Seaside agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Seaside to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Seaside's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Seaside. To the extent that the City fails to provide City resources, Seaside shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Seaside be entitled to extra compensation for same.

B. **Obligations of Seaside.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Seaside, and all responsibility related to performance of services shall be and remain with Seaside.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Seaside under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Seaside or another party may have physical possession of them or a portion thereof. Seaside hereby waives, in favor of the City, any moral rights Seaside, its employees, vendors, successors or assignees may have in the Materials. Seaside agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Seaside to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Seaside requesting delivery by Seaside to the City of all or any part of the Materials in which event Seaside shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Seaside shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Seaside against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Seaside defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Seaside is in default of its obligations contained in this Agreement if Seaside:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Seaside shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Seaside's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of Seaside from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Seaside represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive, and both the City and Seaside expressly reserve the right to enter into agreements with other providers for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Seaside agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: None

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

John Guertin,
City Manager

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL REY OAKS APPROVING A CONTRACT WITH THE CITY OF SEASIDE FOR STREET SWEEPING SERVICES AND APPROVING A BUDGET MODIFICATION IN FUND 210 (GAS TAX) FOR FISCAL YEAR 2025-26

WHEREAS, the City of Del Rey Oaks has contracted with the City of Seaside for street sweeping services since October 2007; and

WHEREAS, the City Council finds it to be in the public interest to continue to provide street sweeping services under an updated contract with the City of Seaside; and

WHEREAS, the cost of the new contract is \$12,068.16 annually; and

WHEREAS, the City Council adopted the FY 2025-26 Budget, which includes an appropriation of \$10,000 in Fund 210 (Gas Tax), Department 311 (PW/Streets), Account 63510 (Street Sweeping) for street sweeping services; and

WHEREAS, in order to fully fund the contract cost, a budget modification in the amount of \$2,068.16 is required, increasing the appropriation in Fund 210, Department 311, Account 63510 to \$12,068.16.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Del Rey Oaks does hereby:

1. Approve and authorize the City Manager to execute the Professional Services Agreement with the City of Seaside for street sweeping services in the amount of \$12,068.16 annually; and
2. Approve a budget modification in the amount of \$2,068.16 to Fund 210 (Gas Tax), Department 311 (Streets), Account 63510 (Contractual Services), increasing the total appropriation to \$12,068.16.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEL REY OAKS, this 23rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Scott Donaldson, Mayor

Karen Minami, City Clerk