



**CITY OF LONG BEACH
INTER-OFFICE MEMO**

TO: Donna M. Gayden, City Manager
Inna Reznik, Deputy City Manager
Richard Berrios, Corporation Counsel
Joe Febrizio, Commissioner of Public Works
Thomas Canner, Director of Operations
Rob McKay, Acting Superintendent

FROM: Rosemary Alton, Purchasing Agent

SUBJECT: **New Way 8-Yard Diamondback Rear Loader Sanitation Truck**

DATE: June 21, 2022

The Beach Maintenance Department, in an effort to reduce overtime and summer staff, seeks to add to the City's fleet one (1) additional New Way 8-Yard Diamondback Rear Loader refuse vehicle that will be mounted on a Dodge Ram 5500 4x4 . This vehicle will be used on the beach park and boardwalk. We have obtained a quote from Long Island Sanitation Equipment, who is the sole local distributor of New Way refuse trucks, through a Sourcwell Contract's awarded vendor Scranton Mfg. Company (Solicitation Number RFP#091219). As you may be aware, we are a member of this cooperative group and have access to purchase through such contract.

The quote is for \$129,924.00. I have attached the quote, the Sourcwell Contract, our Sourcwell Membership Number and the New Way Distributor list, along with a letter from New Way, which evidences Long Island Sanitation Equipment, 1670 New Highway, Farmingdale, New York 11735, as a distributor.

The City Comptroller has advised that she will provide the budget codes where funds will be available to make this purchase.

Thank you!

Cc: Mindy Abrams

*T

Long Island Sanitation Equipment

1670 New Highway, Farmingdale, NY 11735 • Tel.: 631-531-9292 • Fax: 631-531-9333



150 Westchester Street
Long Beach, NY 11561
Department of Beach Maintenance

6/7/22

**ONE (1) NEW - NEW WAY 8 YARD DIAMONDBACK REAR LOADER
MOUNTED ON A DODGE RAM 5500 4x4**

Standard Features to Include:

- 1 Cubic Yard Hopper
- Hopper floor and back 1/4" Floor
- Sight Gauge on Oil Tank
- Chrome Cylinders
- Hopper floor 1/4" 100 k steel
- Side Access Door
- Safety Shut Down On Both sides.
- Driver Alert Buzzer Curbside
- Tailgate Ajar Indicator
- Riding Steps on Rear
- Semi Automatic Cycling
- Auto Back Pack
- Auto-Lock Tailgate
- Back Up Alarm
- 10 LB. Fire Extinguisher
- Triangle Kit
- Auto Transmission Hot Shift PTO
- LED work lights on sides and in hopper
- LED Strobes in Upper and Lower Tailgate
- Work Lights Mounted on Inside and Outside Tailgate
- 5,6" Color Flat Screen - (for rear view camera)
- Chassis & Body Painted Acrylic Urethane Enamel-WHITE
- Nylon Sleeves on Hoses
- Leachate tank under hopper
- Undercoating sprayed on underside of body from frame rails out.

Delivered Price\$ 129,924.00

Sincerely,

John Jordan
President
Long Island Sanitation Equipment Co.
(516)361-0247

THIS QUOTE IS VALID FOR 14 DAYS



**CITY OF LONG BEACH
INTER-OFFICE MEMO**

TO: Donna M. Gayden, City Manager
Inna Reznik, Deputy City Manager
Rich Berrios, Corporation Counsel
Joe Febrizio, Deputy Commissioner
Tom Canner, Director of Operations

FROM: Rosemary Alton, Purchasing Agent

SUBJECT: Receipt & Opening of Proposals – **FIRE SAFETY SERVICES**

DATE: June 24, 2022

As you may be aware, we re-issued an RFP for *Fire Safety Services for the City of Long Beach*. The current contract expires on June 30, 2022. The proposals were due in my office on June 9, 2022 at 11:00 a.m. We received 1 response. In the issued RFP, we added 3 additional locations: Neptune, Riverside and New York Lifeguard Stations.

Fire Command Co., Inc., 457 Long Beach Boulevard, Long Beach, NY 11561, is the current provider and the sole respondent. The old contract was for \$25,000.00 per year. The new contract will be \$27,000.00 for these services, including the three (3) additional locations.

During the opening of the responses, Gina Turilli and myself were present for the City of Long Beach. I have attached a copy of the responses from Fire Command.

The RFP also allows for:

"Special Projects

During the term of this contract, the Contractor may be asked to undertake various special projects that vary in scope from or are not covered herein. In such circumstances, the City will request a detailed cost proposal from the Contractor to address the specific action. The proposed fee will be subject to negotiation.

When a final price is agreed upon, the City will amend this contract, if necessary, to include the additional work item(s).

If an equitable fee cannot be agreed upon, the City reserves the right to either seek independent quotes or undertake a bidding exercise to obtain competitive bid prices.”

Please advise.

Thank you!

Cc: Mindy Abrams

FIRE SAFETY SERVICES AGREEMENT

between

THE CITY OF LONG BEACH

and

FIRE COMMAND CO. INC.

THIS AGREEMENT (“Agreement”), between the City of Long Beach, a New York State Municipal Corporation, located at 1 West Chester Street, Long Beach, New York 11561 (“City”), and Fire Command Co. Inc., a New York State Domestic Business Corporation, located at 475 Long Beach Boulevard, Long Beach, New York 11561 (“Contractor”), (hereinafter referred to collectively as the “Parties”), is made pursuant to the authority of City Council Resolution No. _____/_____ adopted on July _____, 2022.

WHEREAS, the City issued a Request for Proposals (“RFP”) on May 5, 2022; Contractor provided a response to the City’s RFP on or about June 9, 2022 (“Response”); and thereafter Contractor’s Response was selected according to the evaluation criteria set forth in the City’s RFP; and

WHEREAS, in the event there are any conflicts in the terms and provisions of the RFP, Contractor’s Response, and this Agreement, the RFP shall control.

NOW THEREFORE, the Parties agree as follows:

A. Recitals

1. The foregoing preamble and “WHEREAS” clauses, as well the exhibits referenced therein, if any, are hereby incorporated into and made a part of this Agreement.

(Space Intentionally Left Blank)

B. Controlling Terms/Provisions

1. To the extent not addressed in this Agreement, all of the terms, provisions, permissions, responsibilities and obligations set forth in the RFP shall remain in full force and effect throughout the duration of this Agreement, and any subsequent renewal periods that are exercised between the Parties.

C. Price, Term and Optional Extensions

1. Unless otherwise agreed upon by parties, the City shall pay Contractor \$27,000.00 per year for the duration of this Agreement. This Agreement shall be for a term of one (1) year (“Original Term”), with two (2) optional one (1) year renewal periods (“Optional Renewal Periods”). The Original Term of this Agreement shall commence on July 1, 2022 and expire on June 30, 2023. If exercised, the first Optional Renewal Period shall commence on July 1, 2023 and expire on June 30, 2024; and, if exercised, the second Optional Renewal Period shall commence on July 1, 2024 and expire on June 30, 2025. Should the Contractor wish to exercise either of the Optional Renewal Periods, Contractor shall provide a written request to the City at least 90 days prior to the expiration of the then current term. The determination whether to grant Contractor’s request shall be in the sole discretion of the City.

D. Termination

1. The City reserves the absolute right to terminate this Agreement at any time by service of written notice sent via certified mail to the Contractor’s address, 475 Long Beach Blvd., PO Box 337, Long Beach, N.Y. 11561.

E. Scope of Work & Locations

1. Scope: Contractor shall perform all fire safety services for the testing, inspection, and scheduled maintenance at the locations listed below for the Fire Suppression Systems for gas/diesel pumps, AES Fire Suppression Systems, Fire Alarm Systems, Sprinkler

Systems (Wet and Dry), Portable Fire Extinguishers, Trip Test of the Dry Sprinkler System and Sprinkler Flow Test(s). In addition to these services, in locations with a kitchen area, Contractor shall change fusible links and perform hood cleanings as requested by the City and/or as required.

2. Locations:

- a. City of Long Beach Municipal Building, 1 West Chester Street;
- b. City of Long Beach Central Garage, 601 Long Beach Boulevard;
- c. City of Long Beach Maintenance Department, 150 West Pine Street;
- d. City of Long Beach Highway Department, 150 West Pine Street;
- e. City of Long Beach Sanitation Department, 150 West Pine Street;
- f. Long Beach Soup Kitchen, 140 West Pine Street;
- g. Long Beach Surf Rake Garage, 100 West Pine Street;
- h. Long Beach Pay Loader Garage, 100 West Pine Street;
- i. Martin Luther King Community Center, 615 Riverside Boulevard;
- j. City of Long Beach Lifeguard Station on Neptune Boulevard;
- k. City of Long Beach Lifeguard Station on Riverside Boulevard;
- l. City of Long Beach Lifeguard Station on New York Avenue;
- m. City of Long Beach Ice Arena, 1 West Bay Drive;
- n. City of Long Beach Recreation Center, 700 Magnolia Boulevard;
- o. City of Long Beach Magnolia Senior Center, 650 Magnolia Boulevard;
- p. City of Long Beach Water Pollution Control, 700 National Boulevard;
- q. City of Long Beach Sewer Maintenance Department, 700 National Boulevard;
- r. City of Long Beach Water Purification Plant, 765 Park Place;

- s. Long Beach Animal Shelter, 770 Park Place;
- t. City of Long Beach Water Transmission, 791 Park Place;
- u. City of Long Beach Fire Station #1, 300 Maple Boulevard;
- v. City of Long Beach Fire Station #2, 1039 West Park Avenue;
- w. New York Comfort Station, New York Avenue & the Boardwalk
- x. Grand Boulevard Concession, Grand Boulevard & the Boardwalk;
- y. Lafayette Comfort Station, Lafayette Boulevard & the Boardwalk;
- z. National Boulevard Concession, National Boulevard & the Boardwalk;
- aa. Edwards Boulevard Concession, Edwards Boulevard & the Boardwalk;
- bb. Riverside Comfort Station, Riverside Boulevard & the Boardwalk
- cc. Riverside Boulevard Concession, Riverside Boulevard & the Boardwalk;
- dd. Lincoln Boulevard Concession, Lincoln Boulevard & the Boardwalk;
- ee. Neptune Comfort Station, Neptune Boulevard & the Boardwalk
- ff. Pacific Boulevard Concession, Pacific Boulevard & the Beach;
- gg. West End Pump House Location, @ Fire Station #2 in Parking Lot Below Street;
- hh. New York Pump House Location, New York Avenue & West Park Avenue;
- ii. Roosevelt Pump House Location, Roosevelt Boulevard & East Park Avenue;
- jj. Well #9, Lafayette Boulevard & West Bay Drive;
- kk. Well #11, Pacific Boulevard;
- ll. Well #12, West Pine Street Behind Senior Community Center;
- mm. Well #13, Under Water Towers Behind Animal Shelter, 770 Park Place;
- nn. Well #15, Maple Boulevard & East Park Avenue; and
- oo. Well #16, 17 & 18 @ Water Purification Plant, 765 Park Place.

F. Special Project(s)

1. Contractor acknowledges and agrees that during the term of this Agreement (whether the Original Term or the Optional Renewal Period[s]), Contractor may be asked to undertake various special projects that vary in scope from or are not covered herein. In such circumstances, the City will request a detailed cost proposal from the Contractor to address the specific action. The proposed fee will be subject to negotiation. When a final price is agreed upon, the City will amend this contract, if necessary, to include the additional work item(s). If an equitable fee cannot be agreed upon, the City reserves the right to either seek independent quotes or undertake a bidding exercise to obtain competitive bid prices.

G. Insurance and Indemnity

1. Insurance: Contractor shall comply with all insurance terms, provisions and requirements set forth in the RFP.

2. Indemnity: Contractor shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the City, and all respective elected and appointed officials, employees, volunteers, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Proposer or its subcontractors and/or agents, on account of personal injury, death or property loss to the City, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the City. This indemnity and hold harmless provision is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise. With respect to any

and all claims against the City, all elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the Contractor or its subcontractor(s), anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or its sub-contractor under Workers Compensation acts, disability acts, or other employee benefit acts. This indemnification and hold harmless provision shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

H. Miscellaneous

1. No Modification: This Agreement may not be changed, modified, or altered in any manner, unless in writing and upon mutual consent of the Parties.
2. No Sole Drafter: The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.
3. Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.
4. Choice of Law: This Agreement shall be interpreted and enforced under the laws of the State of New York. In the event any action arises out of the Parties entering into or performing

under this agreement, the Parties agree that any such action shall be brought in the New York State Supreme Court, County of Nassau.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

(Signature Page Immediately Below)

CITY OF LONG BEACH

By: _____
Donna M. Gayden
City Manager

THE STATE OF NEW YORK
COUNTY OF NASSAU

On the day of June 2022 before me, Donna M. Gayden, personally appeared, is personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

FIRE COMMAND CO. INC.

By: _____

Name: _____

Title: _____

THE STATE OF NEW YORK
COUNTY OF _____

On the day of _____ 2022, before me, _____, personally appeared or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CITY OF LONG BEACH



Request for Proposals for

Fire Safety Services

RFP#2022-142

CITY COUNCIL

Karen McInnis, President
Elizabeth M. Treston, Vice President
John D. Bendo
Roy Lester
Tina Posterli

CITY MANAGER

Donna M. Gayden

CORPORATION COUNSEL

Richard Berrios, Esq.

Purchasing Department

City Hall • 1 West Chester Street • Long Beach, New York 11561
(516) 431-1006 (P)
Purchasing@longbeachny.gov • www.longbeachny.gov

IMPORTANT NOTE TO POTENTIAL PROPOSERS: Receipt of these RFP documents does not indicate that the City of Long Beach (the "City") has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the review of Proposals received and will be based on our evaluation of your submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO PROPOSERS

SEALED REQUESTS FOR PROPOSALS will be received by the Purchasing Department of the City, on the 9th day of June, 2022, at 11:00 a.m. (the "Submission Date"), or as extended, for:

Fire Safety Services

Due to public health and safety concerns related to COVID-19, the sealed bids will be publicly opened and recorded via videoconferencing. The public will have an opportunity to see and hear the bid opening live at:

<https://www.youtube.com/c/cityoflongbeachNYOFFICIAL>

Proposals may be mailed or delivered to the Purchasing Department, 1 West Chester Street, Room 509, Long Beach, New York 11561, provided the Proposal is actually received by the Purchasing Department prior to the Submission Date.

All Proposals must be sealed and submitted in an envelope clearly marked "*Fire Safety Services*".

All PROPOSERS MUST complete the required Bidder's Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Proposer is currently executing work for the City.

The City reserves the absolute right to reject any and all Proposals, and to waive any informalities therein.

The City will not accept a proposal from any entity that is in arrears for prior expenses or fees owed to the City.

A Proposal submitted by a Proposer who is not in full compliance with the provisions of the City Charter and Code of Ordinances at the time of submission will be denied.

The City will not accept Proposals from, nor award an agreement to, anyone who cannot prove to the satisfaction of the City that the Proposer has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

DONNA M. GAYDEN
CITY MANAGER

DATED: Long Beach, New York
May 5, 2022

CITY OF LONG BEACH

REQUEST FOR PROPOSALS

I. Objective

The City of Long Beach, (the "City"), is seeking proposals for fire safety services for the City of Long Beach, New York. The City is seeking proposals from highly qualified entities to provide the requested services.

The City anticipates that the selected firm will be awarded a contract period of an initial one (1) year term with two (2) subsequent one (1) year renewals. Any renewals will be contingent upon a mutual and written agreement between the parties.

II. Purpose

This engagement will focus on performing all fire safety services for the testing, inspection, and scheduled maintenance at the locations listed below for the Fire Suppression Systems for gas/diesel pumps, AES Fire Suppression Systems, Fire Alarm Systems, Sprinkler Systems (Wet and Dry), Portable Fire Extinguishers, Trip Test of the Dry Sprinkler System and Sprinkler Flow Test(s). In addition, for locations with a kitchen area (6 separate areas), the following services are also required: changing of fusible links and hood cleaning(s).

III. Locations

The City has identified the following locations to be incorporated into any contract entered into as a result of an award from this Request for Proposal:

- ❖ City of Long Beach Municipal Building, 1 West Chester Street;
- ❖ City of Long Beach Central Garage, 601 Long Beach Boulevard;
- ❖ City of Long Beach Maintenance Department, 150 West Pine Street;
- ❖ City of Long Beach Highway Department, 150 West Pine Street;
- ❖ City of Long Beach Sanitation Department, 150 West Pine Street;
- ❖ Long Beach Soup Kitchen, 140 West Pine Street;
- ❖ Long Beach Surf Rake Garage, 100 West Pine Street;
- ❖ Long Beach Pay Loader Garage, 100 West Pine Street;
- ❖ Martin Luther King Community Center, 615 Riverside Boulevard;
- ❖ City of Long Beach Ice Arena, 1 West Bay Drive;
- ❖ City of Long Beach Recreation Center, 700 Magnolia Boulevard;

- ❖ City of Long Beach Magnolia Senior Center, 650 Magnolia Boulevard;
- ❖ City of Long Beach Water Pollution Control, 700 National Boulevard;
- ❖ City of Long Beach Sewer Maintenance Department, 700 National Boulevard;
- ❖ City of Long Beach Water Purification Plant, 765 Park Place;
- ❖ Long Beach Animal Shelter, 770 Park Place;
- ❖ City of Long Beach Water Transmission, 791 Park Place;
- ❖ City of Long Beach Fire Station #1, 300 Maple Boulevard;
- ❖ City of Long Beach Fire Station #2, 1039 West Park Avenue;
- ❖ New York Comfort Station, New York Avenue & the Boardwalk
- ❖ Grand Boulevard Concession, Grand Boulevard & the Boardwalk;
- ❖ Lafayette Comfort Station, Lafayette Boulevard & the Boardwalk;
- ❖ National Boulevard Concession, National Boulevard & the Boardwalk;
- ❖ Edwards Boulevard Concession, Edwards Boulevard & the Boardwalk;
- ❖ Riverside Comfort Station, Riverside Boulevard & the Boardwalk
- ❖ Riverside Boulevard Concession, Riverside Boulevard & the Boardwalk;
- ❖ Lincoln Boulevard Concession, Lincoln Boulevard & the Boardwalk;
- ❖ Neptune Comfort Station, Neptune Boulevard & the Boardwalk
- ❖ Pacific Boulevard Concession, Pacific Boulevard & the Beach;
- ❖ West End Pump House Location, @ Fire Station #2 in Parking Lot Below Street;
- ❖ New York Pump House Location, New York Avenue & West Park Avenue;
- ❖ Roosevelt Pump House Location, Roosevelt Boulevard & East Park Avenue;
- ❖ Well #9, Lafayette Boulevard & West Bay Drive;
- ❖ Well #11, Pacific Boulevard;
- ❖ Well #12, West Pine Street Behind Senior Community Center;
- ❖ Well #13, Under Water Towers Behind Animal Shelter, 770 Park Place;
- ❖ Well #15, Maple Boulevard & East Park Avenue;
- ❖ Well #16, 17 & 18 @ Water Purification Plant, 765 Park Place.

* Neptune, Riverside + NY Lifeguard Stations

IV. Special Projects

During the term of this contract, the Contractor may be asked to undertake various special projects that vary in scope from or are not covered herein. In such circumstances, the City will request a detailed cost proposal from the Contractor to address the specific action. The proposed fee will be subject to negotiation.

When a final price is agreed upon, the City will amend this contract, if necessary, to include the additional work item(s).

If an equitable fee cannot be agreed upon, the City reserves the right to either seek independent quotes or undertake a bidding exercise to obtain competitive bid prices.

V. Site Visit

A site visit is scheduled for Thursday, May 19, 2022, at 10:00 a.m. Proposers should meet at The City of Long Beach – Beach Maintenance Facility, 150 West Pine Street, Long Beach, New York, on May 19, 2022 at 10:00

a.m.; the site walk will start at approximately 10:15 a.m. Regardless of whether or not a respondent participates in this site visit, submission of a proposal will constitute an acknowledgement that the respondent is aware of existing conditions at the site.

The award of this contract shall be made to the vendor whose proposal is deemed to be the most advantageous to the City, in accordance with the criteria set forth in the RFP.

VI. PROPOSAL REQUIREMENTS

The following requirements will be made a part of any agreement entered into between the City and the selected firm(s):

1. The City reserves the absolute right to terminate the Request for Proposal at any time.
2. Sealed proposals will be received by **11:00 a.m. on Thursday, June 9, 2022**, in the Purchasing Department of the City of Long Beach, Room 509, One West Chester Street, Long Beach, New York, and opened as soon thereafter as possible.
3. No proposals will be accepted from anyone who is in arrears for prior expenses or fees owed to the City.
4. The amount proposed will be for an annual fee based on a one (1) year term, with two (2) additional options for one (1) year extensions. The determination to grant any request for an extension shall be within the sole discretion of the City and may be rejected with or without cause. The agreement with the successful proposer(s) shall commence in July, 2022 and terminate June, 2023.
5. Proposers must submit a resume in writing of their experience in the professional Fire Safety Services business along with their proposal. **Unless this resume is submitted, the proposal will not be considered.**
6. The City reserves the right to reject any and all proposals if not deemed in the best interest of the City of Long Beach. The City is not obligated to accept any proposal and has the right to award the contract to the proposer proving the most complete experience in the Fire Safety Services.
7. The successful proposer shall obtain a Mercantile License from the City Clerk of the City of Long Beach.
8. The successful proposer will be responsible for all permits, fees and other costs associated with the proper operation of this service.
9. The successful proposer shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the City Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of seven (7) years and shall at all times be

available for audit and inspection by the City Comptroller, the City's auditors and/or duly designated City representatives.

10. The successful proposer will promptly provide a response to any requests from the City's Records Access/FOIL Officer.
11. The successful proposer shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the City of Long Beach, and all respective elected and appointed officials, employees, volunteers, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Proposer or its subcontractors and/or agents, on account of personal injury, death or property loss to the City of Long Beach, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the City of Long Beach. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.
12. In any and all claims against the City of Long Beach, all elected and appointed officials, employees and volunteers or any of its agents or employees by any employee of the Proposer or subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation set forth in the above paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the Proposer or their subcontractor under Workers Compensation acts, disability acts, or other employee benefit acts.
13. The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.
14. The Awarded Proposer shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring such as enumerated in the Insurance Certification Form on page 19 of this document. The firm shall furnish proof of the required insurance, as enumerated in the Insurance Certification Form which is part of this Request for Proposals, within 10 business days of being notified that it has been awarded the contract and prior to commencement of any services pursuant to the Contract; failure to furnish proof of the required insurance within the said 10 business days may result in the City selecting the next qualified bidder. The City will not sign or execute the contract, nor authorize any work to be performed until all insurance requirements have been met and the proper insurance documents in proper form, including endorsements to policies where required, have been submitted and approved by the City.
15. Proposers must include a sworn statement setting forth whether the corporate proposer, its principals or employees (acting on proposer's behalf) have been convicted, or pled guilty to any State, Federal or Local crime or violation within the past ten (10) years. Set forth the relevant facts and circumstances surrounding said conviction. Failure to provide this statement shall result in the rejection of the proposal.

16. The City reserves the right to:

- Suspend the contract at any time due to inadequate or poor performance.
- Enter the unit and inspect same for compliance with Local, County, State and Federal Codes/Laws.
- Remove from any City premises, at any time, vendor employees or persons who are violating any Federal State, or Local law or code.

VII. TIME REQUIREMENTS

A. Proposed Calendar

The following is a list of key dates up to and including the date proposals must be submitted:

| | |
|-----------------------------------|--------------|
| RFP Issued | May 5, 2022 |
| Due Date for proposal submissions | June 9, 2022 |

B. Notification and Contract Dates

| | | |
|------------------------|-------------|--------------|
| Selected Firm Notified | On or about | June, 2022 |
| Contract Date | On or about | July 1, 2022 |

C. The City reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP including, but not limited to, the due date for receipt of proposals.

D. The City anticipates entering into a contract for Fire Safety Services.

The following conditions apply to this RFP:

A. RFP Inquiries:

- Written inquiries concerning the RFP and its subject must be made to purchasing@longbeachny.gov. All responses to inquiries made to the City concerning this RFP will be posted on the City's website no later than June 2, 2022. **THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY INQUIRIES THAT ARE NOT MADE OR RECEIVED IN ACCORDANCE TO THIS SECTION.**

B. Proposals Must Include:

- Fully completed Proposer's Qualification Statement attached as **Attachment A**, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda.

C. Proposal Submission Requirements:

- To be considered, an original and five (5) hard copies of the proposal, with any attachments, addenda, etc., as well as one (1) electronic copy of the same *must* be received by the Purchasing Department, City of Long Beach, 1 West Chester Street, Room 509, Long Beach, New York 11561, purchasing@longbeachny.gov by 11:00 a.m. on June 9, 2022. The originals shall be placed in a sealed envelope marked “*Fire Safety Services*”.

E. Time Requirements

The following is a list of key dates up to and including the date proposals must be submitted:

| | |
|-----------------------------------|--------------|
| RFP Issued | May 5, 2022 |
| Last Day for Questions | June 1, 2022 |
| Due Date for proposal submissions | June 9, 2022 |
| Award | June, 2022 |

The City reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP including, but not limited to, the due date for receipt of proposals.

F. Reservation of Rights and Acceptance of Conditions:

- Submission of a proposal indicates acceptance by the vendor(s) of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the selected vendor(s).
- The City reserves the right to reject any and all proposals received.
- There is no express or implied obligation of the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request, and the City will not reimburse such expenses.
- During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the sole discretion of the City, vendors submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.
- The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- The City reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP including, but not limited to, the due date for receipt of proposals.

VIII. CRITERIA USED TO EVALUATE PROPOSALS

A. The City will approve a firm based on an evaluation of the proposals. The City reserves the right to enter into negotiations with the proposer offering the next-best value should the City be unable to negotiate and execute a contract with the awardee. Proposals will be evaluated based on the following point system:

| | |
|---------------------------------|-----------|
| 1. Management Capabilities | 20 Points |
| 2. Fee/Compensation Arrangement | 25 Points |
| 3. Qualifications/Experience | 25 Points |
| 4. Ability to Meet City's Needs | 30 Points |
| 5. DBE or MWBE (Bonus) | 5 Points |

The City may also take into account any other factors it deems necessary in evaluating each proposal.

B. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any and all proposals.

C. Minimum Service

The selection of a firm will not guarantee any minimum amount of services under the contract.

Attachment 'A'

BIDDER'S QUALIFICATIONS STATEMENT

INSTRUCTIONS:

The Bidder's Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Non-collusive Bidding Certification; and

Please complete ALL THREE forms and submit with the Bid/Proposal.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL THREE (3 FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

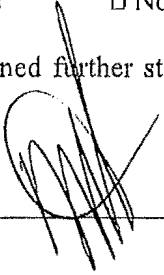
STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF** 0 %, **IF ANY.**
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
4. That he/she agrees to make or accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
5. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the City of Long Beach pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
7. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

Yes No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.



Signature

Fire Command Co., Inc.
Name of Bidder

Michael J. Kerr President
Title of Person Signing

Sworn to and subscribed on

this 18 day of MAY, 2022

(Notary Public)

GLORIAN, GARCIA
Notary Public, N.Y. State
Qualified in Nassau County
No. 01GA0185802
Commission Expires 4/21/24

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations. **None**

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

None

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

None

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

None

5. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the City that a conflict of interest would not exist in the future):

None

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

None

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the City or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City. (Please Note: Proposals from City of Long Beach Employees and/or their immediate families may be rejected based on conflict of interest grounds).

None

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.

None

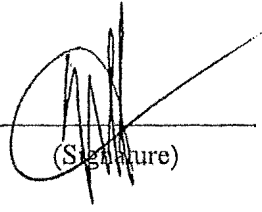
6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:
- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of Vendor preparing statement.
 - ** (b) ** a letter of credit reference from a recognized bank or financial institution; or
 - (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at 5/18/2022,
this 18 day of May, 20 22.

(Signature, if Individual)

By: _____
(Seal, if corporation)


(Signature)

Print Name: Fire Command Co., Inc. by Michael J. Kerr
(Legal Business Name of Company/Partnership/Corporation)

Print Title: President

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]



City of Long Beach
Department of Parks & Recreation

Long Beach, NY 11561

June 24, 2022

Pull-Up Bars Donation Agenda Item

Donna,

As discussed, please find below the information pertaining to the pull-up bar donation we are in receipt of at the City of Long Beach Recreation Department. Specifically, it is two structures being donated by Harrison Davis of Athlete Protocol, to be installed by the City on the boardwalk. They will replace the bars removed during the pandemic.

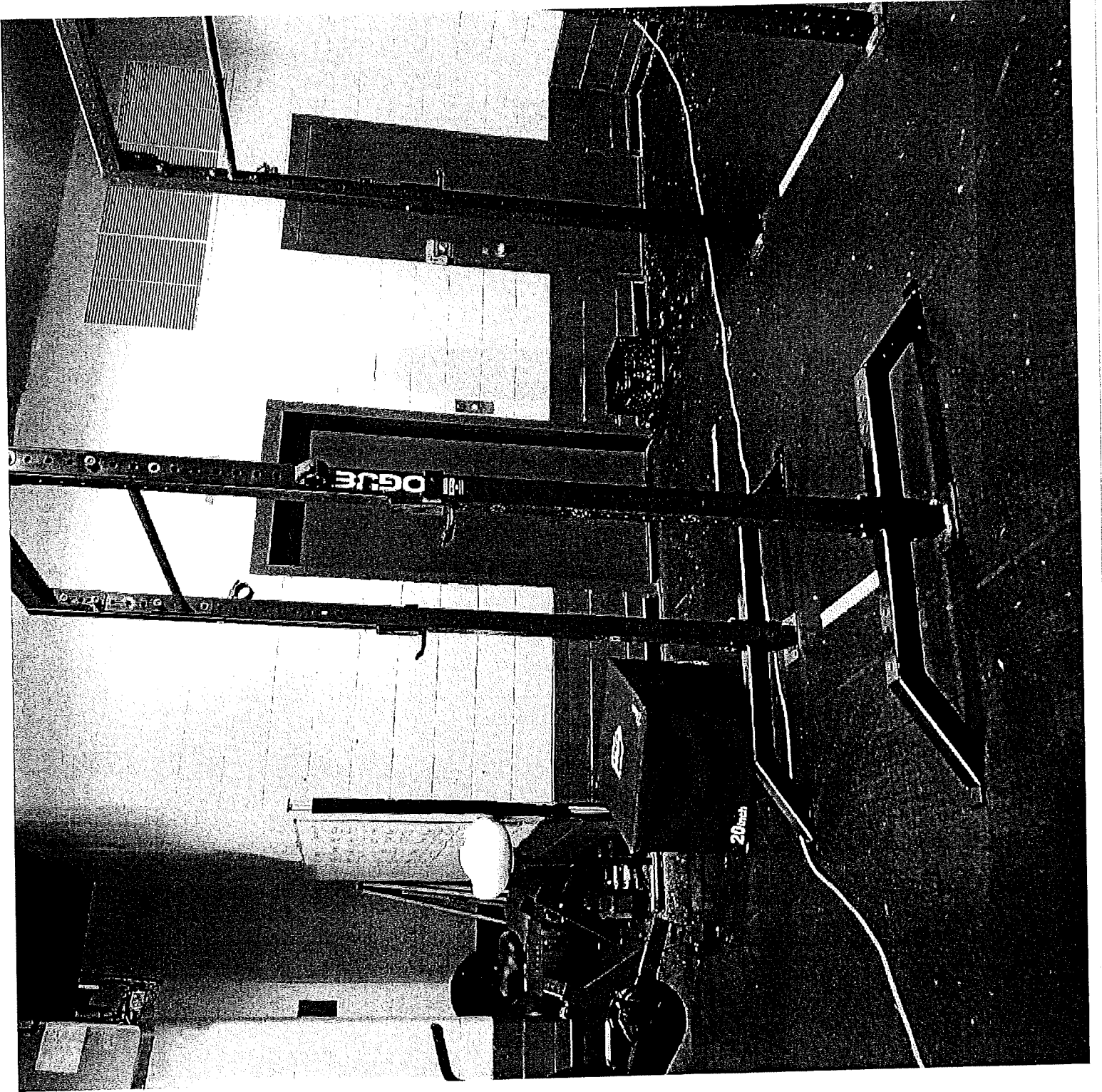
I would like to have the acceptance of this donation added to the next City Council Agenda for adoption.

Thank you,

Joe Brand

Cc: Inna Reznik
Richard Berrios
Mindy Abrams

TWO(2) ROGUE FITNESS POWER CAGE RACK PULL-UP STATIONS
2x2 HEAVY DUTY STEEL FRAMES
OVERHEAD STABILIZER KIT & FLOOR ANGLE STABILIZERS
1000lb CAPACITY



AGREEMENT

by and between the

CITY OF LONG BEACH

and

CSEA, Local 1000, AFCSME, AFL-CIO

**City of Long Beach Lifeguard Officers Unit #7569-01
Nassau County Municipal Employees Local 882**

Effective July 1, 2022 - June 30, 2025

This Agreement made this 1st day of July, 2022, by and between the Civil Service Employees Association, Long Beach Lifeguard Officers Unit #7569-01 (hereinafter the "Union") and the City of Long Beach (hereinafter the "City") is as follows:

1. *Term of Agreement.* July 1, 2022, through June 30, 2025.
2. *Graded Salary Plan.* The Union shall receive raises to their hourly rate as follows:

| | |
|--------------|-------|
| July 1, 2022 | 1.5 % |
| July 1, 2023 | 2 % |
| July 1, 2024 | 2 % |

3. The salaries of the Officers shall be based on the hourly rate with adjustments made as delineated in Paragraph 2 of this Agreement. The Officers' hourly rates shall be as follows:

| Type of Officer | 2022/23 Hourly | 2023/24 Hourly | 2024/25 Hourly |
|-----------------|----------------|----------------|----------------|
| Lieutenants | 24.40588 | 24.894 | 25.39188 |
| Captains | 27.22981 | 27.77441 | 28.3299 |
| Beach/Zone | 30.72253 | 31.33698 | 31.96372 |

4. Each Officer shall be entitled to free use of the Long Beach Recreation Center Pool during the off season.

5. The City agrees that there shall not be fewer than one (1) Beach/Zone Supervisor, four (4) Captains, and seven (7) Lieutenants employed during the Ocean Beach Park season.

6. *Workweek; Extended Hours.*

- (a) During the regular Ocean Beach Park season, all Officers will be guaranteed a 50 hour work week, 10 hours per day and all overtime will be paid at the hourly rate of pay for all Officers.
- (b) Due to an emergency, if the hours of the Ocean Beach Park are extended beyond the normal working day (currently 6 p.m.) by the City, all Officers who are required to work the extended hours should be entitled to receive overtime payment at the rate of time and a half for those hours worked.
- (c) If an Officer is granted a leave of absence pursuant to this Agreement, his/her position shall be filled for the duration of his/her leave. All appointments made as a result of the Officer's absence shall be temporary in nature and the individuals appointed shall revert to their prior title and position on the day before the earlier of the original Officer's return or the end of the applicable Ocean Beach Park Season.

7. For the purpose of this Agreement, the term "year of service" shall be deemed

continuous employment, for a minimum of 49 full time days worked, throughout the entire season of the Ocean Beach Park. Officers who do not work at least 49 full days shall not be eligible for any promotion.

8. *Leaves of Absence.*

- (a) Any Lifeguard Officer who cannot serve the entire season due to illness or disability which prevents him/her from engaging in the duties of Lifeguard Officer shall submit documentation from his/her doctor detailing the nature and extend of such illness or disability. Such documentation shall be provided within a reasonable time of the illness or injury and shall be subject to review by the City physician. In addition, said Lifeguard Officer must submit documentation from his/her doctor that they are fully qualified to return to active duty.
- (b) No officer who has served in the capacity of an officer for at least seven (7) weeks during the previous season, but did not work the entire previous season because he/she:
 - i. Was granted a leave of absence during the previous season, in writing, pursuant to this Agreement; and/or
 - ii. Completed the entire previous season and needs an exception due to enrollment as a full time student, must, prior to May 15 of the calendar year in question, submit a letter to the to the Chief of Lifeguards detailing the name and address of the school, documentation from the school as to the beginning and end of the semester and course schedule, as well as any additional information requested by the Chief. The Chief at his/her discretion may grant or deny said exceptions and shall do so in writing.
- (c) Assuming exceptions were granted pursuant to the provisions of this paragraph for either sick leave or leave for school, the protections contained in Paragraph 18 of this Agreement shall apply to the subject officer.

9. *Promotions.*

- (a) *Beach/Zone Supervisor and Captain.* In selecting a new **Beach/Zone Supervisor** and **Captain**, only ~~those~~ officers who have completed one ~~(1)~~ year of service in the immediate lower rank, ~~as defined by Paragraph 7,~~ will be eligible for the promotion to the higher rank. In the event that there are no officers in the lower ranks who fulfill the seniority requirement, it will be the responsibility of the Chief of Lifeguards, to obtain in writing, recommendations from the existing Assistant Chief and/or Beach/Zone Supervisor. In either event, the final decision should be based upon competency, number of consecutive years of service, and past performance. The Chief of Lifeguards shall make a recommendation based on the

aforementioned factors to the City Manager, with the final decision being at the sole discretion of the City Manager.

- (b) *Lieutenant*. The selection of individuals for the **Lieutenant** position is to be made at the recommendation of the Chief of Lifeguards and at the sole discretion of the City Manager. Unlike promotion to Beach/Zone Supervisor and/or Captain, the Chief of Lifeguards may exercise unlimited and unqualified discretion in making recommendations to the City Manager for appointments to the Lieutenant position, so long as candidates for Lieutenant meet with the minimum qualifications of those who have held the rank of Senior Guard for a year of service, ~~as defined by Paragraph 7~~, on the Long Beach Lifeguard Patrol. The City Manager may accept the Chief of Lifeguards' recommendations at the City Manager's sole discretion.

10. *Rope Crew*.

- (a) The City agrees that an adequate rope crew, in the sole discretion of the Chief of Lifeguards, will be provided for the speedy and safe installation and removal of all necessary safety equipment prior to and after the Ocean Beach Park season.
- (b) Officers shall be given priority in working Rope Crew at Rope Crew salary. Officers must be available at the start of said Rope Crew.

11. Transportation for any City approved Lifeguard Tournament may be provided by the City under the supervision of the Chief of Lifeguards.

12. It is agreed that due to the special qualifications required for an officer; no officer will be refused employment solely due to residence outside the City of Long Beach.

13. The Chief of Lifeguards will, if he/~~she~~ deems it necessary, hold meetings on City time, on topics he/~~she~~ considers vital.

~~14. — All other rights, privileges, and immunities heretofore obtained by the Union for the officers pursuant to previous written agreements shall continue in full force and effect, except as herein specifically modified or indicated.~~

15. Upon written request to the Chief of Lifeguards, an officer with three (3) years of service may take one five (5) week unpaid leave of absence during a working season and that any officer with eight (8) years of service may take a full season leave of absence without pay. All the above unpaid leaves of absence are to be taken only with the prior written consent of the Chief of Lifeguards, and said consent shall not be unreasonably withheld.

16. At least one evaluation shall be filed each and every year of this Agreement by the next immediate high ranking officer, Lieutenant through Beach/Zone Supervisor, for each and every member covered by this Agreement. Two (2) successive evaluations deemed unsatisfactory by the Chief of Lifeguards, may result in demotion in rank or termination of

such officer. Said demotion or termination may be subject to grievance by the officer.

17. *Grievance Procedure.*

- (a) A grievance is defined as a complaint by an employee that ~~they have been treated unlawfully or in violation of~~ **City violated** their rights under this Agreement with regard to their employment. An employee promotion is not the proper subject of any grievance herein and may only be brought as an improper practice charge at the New York State Public Employment Relations Board, which shall be the exclusive venue for any such dispute.
- (b) All grievances must be in writing and list the following:
 - i. When the grievant knew or found out about the events being grieved;
 - ii. A thorough and detailed description of the events being grieved;
 - iii. The sections of this Agreement or the laws that the grievant believes have been violated by the events being grieved;
 - iv. How the events being grieved have caused the violations; **and**
 - v. The specific remedy, stated in detail, sought by the grievant to be made whole.
- (c) An employee who believes they have a grievance must follow the following procedure:
 - i. **Step 1.** The employee must first file the grievance in writing within 10 calendar days of the event giving rise to the grievance or their knowledge of the events giving rise to the grievance. If the matter is not grieved within 10 calendar days of the event giving rise to the grievance or their knowledge of the events giving rise to the grievance, the ~~grieveable event~~ **grievance is deemed** waived and **barred** from being **further pursued** ~~grieved~~. The grievant shall submit their written grievance by personal delivery to the Chief of Lifeguards. The Chief of Lifeguards shall have **five 5** business days to render a decision on whether to grant or deny the grievance. If no decision is made within this time, the grievance shall be considered constructively denied. After the grievance reaches the Chief of Lifeguards and it is denied, Step 2 is triggered.
 - ii. **Step 2.** Employees may appeal to the City Manager the denial of their grievance by the Chief of Lifeguards by filing the written appeal with the City Manager's Office along with the Chief of Lifeguard's denial. This must be done within five business days of the Chief of Lifeguard's denial or the grievance and must be served via personal delivery to the City Manager's Office. The City Manager shall have ten business days to grant or deny the grievance, or it will be considered constructively denied.

- iii. **Step 3.** Mandatory arbitration, consisting of a single arbitrator, to be agreed upon by the parties or via arbitrator selection procedures.
- (d) An omission of any Step of the grievance procedure, any improper service not specifically permitted herein, or submitting a written grievance that does not comply with the requirements of Section (b) of this paragraph, shall constitute a waiver of the grievance and it shall be completely barred from being heard.

18. No Beach/Zone Supervisor, Captain, or Lieutenant who has completed one year of service during the previous Ocean Beach Park season in that position can be demoted if he/she desires to return in any future season during the term of this Agreement, unless such demotion is for cause following disciplinary action by the City against such individual holding that position or if such appointment was made on a temporary basis to replace an officer who was on leave pursuant to paragraph 8 and/or 15 of this Agreement.

19. *Bereavement Leave.* A Lifeguard Officer shall be entitled to four (4) days of paid leave in the event of the contemporaneous death of said Officer's mother, father, sibling, spouse, or child.

20. *Longevity/Anniversary.* Every Lifeguard Officer, at the start of their 10th season and every fifth season thereafter, shall receive a single payment of \$200.00.

21. *Union Dues.* Within fifteen (15) days after the presentation of an authorization in writing and signed by the employee, the City agrees to deduct from the wages of such employee, on each payday, the dues proscribed by the Union and to forward the full amount thereof to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The payroll deduction authorization from presently used by the Union shall be deemed acceptable to the City. The City may, at its option, provide a different form to be used.

22. *Indemnification.* The Lifeguard Officers Union shall indemnify, defend, and hold harmless the City against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with ~~any of the provisions of this Article paragraph 21~~ after such funds are forwarded to the Union.

23. *Union Release Time.* Officers of the Lifeguard Officers' Union shall be given reasonable release time, with pay, to attend negotiations and perform their functions as Officers of their Union.

24. *Blood Days.* Officers who donate blood at a City of Long Beach sponsored blood drive will receive the remainder of the day off with full pay if they donate blood when they are otherwise scheduled to work. If blood is donated when the Officer is not scheduled to work, the Officer shall receive a compensatory day off (at straight time) that may be used during the Ocean

Beach Park season. Said time off shall only be granted at the discretion of the Chief of Lifeguards, based on lifeguard staffing levels, public safety, and ocean conditions. If the compensatory day off is not used before the end of the season, it does not carry over to the next season, has no cash value and may not be paid out, and is forfeited.

25. *Entire Agreement.* This agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by signing this Agreement, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement on the date first written above.

CITY OF LONG BEACH

CIVIL SERVICE EMPLOYEES
ASSOC. LONG BEACH LIFEGUARD
OFFICERS

By: _____
Donna M. Gayden, City Manager

By: _____
William Toumey, President

DEPARTMENT OF LIFEGUARDS

CIVIL SERVICE EMPLOYEES ASSOC.
LONG BEACH UNIT

By: _____
Paul Gillespie, Chief of Lifeguards

By: _____
Leah Donnelly, Labor Relations Specialist

[Acknowledgment Page to Follow]

(This page reserved for Resolution)

Resolution Authorizing the City Manager to Enter into an Agreement with the Long Beach Civil Service Employees Association Lifeguard Officers Unit.