



## AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated March 28, 2024 and is between the CITY OF LOS ALTOS (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2024 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Los Altos.
4. The City shall determine the locations and times where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas. Contractor is responsible for providing such training, and for knowledge of all such applicable laws, provided, however, that City may, if necessary, alert Contractor to applicable laws with which Crossing Guards should comply, and Contractor shall direct its personnel accordingly.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations and times on all days in which school is in session in the area under City’s jurisdiction. The Contractor also agrees to maintain appropriate communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include Commercial General Liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be placed with an insurer with an A.M. Best rating of at least A-VII. Such insurance shall also be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, employees, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities, including attorneys’ fees (each a “Claim” and collectively, the “Claims”), including, without limitation, for death, property damage, bodily injury, or actual or alleged nonpayment of wages, taxes, or benefits for Contractor’s personnel, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees, excepting any Claim arising out the City’s gross negligence or willful misconduct.
  - a) Contractor will defend any action or actions filed in connection with any of said Claims and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligence of Contractor hereunder (excepting any Claims arising out of the City’s gross negligence or willful misconduct), Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be the amount of \$4,000,000 (Four Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-eight Dollars and Twenty-six Cents (**\$38.26**) per hour, per Crossing Guard during the term. Based on a minimum of twenty-six (26) sites and upon a projected (14,400) hours of service the cost shall not exceed Five Hundred Fifty Thousand, Nine Hundred and Forty-four Dollars (\$550,944.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect. There are no third-party intended beneficiaries of this Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original.

**[SIGNATURES FOLLOW ON NEXT PAGE]**


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.


**CITY**

**CONTRACTOR**

**City of Los Altos**

**All City Management Services, Inc.**

By   
Gabriel Engeland (Apr 3, 2024 12:54 PDT)  
Signature

By   
Demetra Farwell (Apr 3, 2024 13:06 PDT)  
D. Farwell, Corporate Secretary

**Gabriel Engeland City Manager**  
Print Name and Title

Date **Apr 3, 2024**

Date **Apr 3, 2024**

**Approved as to Form:**

By   
Jolie Houston (Apr 3, 2024 12:46 PDT)  
Signature

**jolie houston City Attorney**  
Print Name and Title

Date **Apr 3, 2024**



INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2023

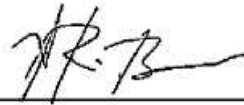
TO: 08/01/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
  2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



Authorized Representative OR  
Countersignature (In states where applicable)

Includes copyrighted information of the Insurance Services Offices, Inc., with its permission. All rights reserved.



# ALL CITY MANAGEMENT SERVICES

February 8, 2024

Chief Angela Averiett  
City of Los Altos  
1 North San Antonio Road  
Los Altos, CA 94022

Dear Chief Averiett,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2024-2025 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce continues to transform from a traditionally older workforce to a younger workforce. The expectations of this younger workforce continues to require higher wages and in some cases more hours to sustain themselves. Consequently, our employee turnover rate continues to increase dramatically impacting our advertising, recruitment and training costs.

Additionally, effective in April of this year Governor Newsom signed into law AB1228. This law increases the minimum wage for all Fast-Food employees in California to \$20.00 per hour. We anticipate this will have a direct impact on our workforce. We will need to offer competitive wages in light of AB1228 to retain and effectively recruit employees.

For these reasons, as well as cost increases in some segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2024-2025 fiscal year. To facilitate the calculation of the 2024-2025 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact Claudia Than at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,  
General Manager

# All City Management Services Inc.

## Client Worksheet 2024 - 2025

Department: 1003506

Billing Rate for 2024 - 2025: \$ 38.26

City of Los Altos  
1 North San Antonio Road  
Los Altos, CA 94022

**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

**Sites with traditional calendar:**

	57		180		\$38.26	=	\$392,547.60
19 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	12		144		\$38.26	=	\$66,113.28
4 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	16		36		\$38.26	=	\$22,037.76
4.00 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	9		108		\$38.26	=	\$37,188.72
3 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	12		72		\$38.26	=	\$33,056.64
4.00 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

**TOTAL PROJECTED HOURS**

**14,400.00**

**TOTAL ANNUAL PROJECTED COST**

**\$550,944.00**





INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2023

TO: 08/01/2024

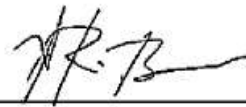
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described A additional insured under this endorsement is limited as follows:
  - 1. **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
  - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
- 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



**Authorized Representative OR  
Countersignature (In states where applicable)**

Includes copyrighted information of the Insurance Services Offices, Inc., with its permission. All rights reserved.