

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 7th day of April 2021, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Los Gatos Union School District ("District"), Union School District ("Union") and All City Management, ("Supplier"), whose address is 10440 Pioneer Blvd., Suite # 5, Santa Fe Springs, CA 90670. This Agreement is made with reference to the following facts. This contract will remain in effect from July 1, 2021 to June 30, 2024.

I. RECITALS

- 1.1 The Town desires to engage Service Provider to provide crossing guard services for the Los Gatos Union School District (District) and the Union School District (Union).
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Supplier hereby agrees to deliver crossing guard services to Town, District, and Union at the locations outlined in Exhibit D, which is attached hereto and incorporated by reference. The terms and conditions are as follows:
 - a) Price. Town shall pay Supplier the amounts defined in Exhibit A, Exhibit B, and Exhibit C, each referenced Exhibit defines a specific school year and includes sales tax and delivery charges. Payment shall be net 30 days from delivery.
 - b) Delivery. The delivery of the items and materials shall be no later than the first date of the school year. Delivery shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not school holidays.
- 2.2 Term and Time of Performance. This contract will remain in effect from July 1, 2021 – June 30, 2024. Time of performance shall be upon commencement of the school year and ending on the last day of the school year for the Los Gatos Union and Union School Districts.

- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of the these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation. Compensation for services **shall not exceed \$580,415.22 referenced and attached as " Exhibit E" and detailed below.** Payment shall be based upon Town approval of each task.

School Year	2021/22	2022/23	2023/24
Annual Service Hours	6,534	6,534	6,534
Annual Contract Expense	\$ 180,207.72	\$ 192,164.94	\$ 208,042.56
Total Service Expense			\$ 580,415.22

- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents, or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its

performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor. Notwithstanding anything in this Section III to the contrary, however, in the event that a court or jury determines that liability with respect to any Loss was caused or contributed to by the negligent act, error, omission or willful misconduct of the TOWN, liability will be apportioned between the Service Provider on the one hand and the TOWN on the other hand with regard to such Loss based upon the parties' respective degrees of culpability, as determined by the court or jury, and the Service Provider duty to indemnify the TOWN, its officers, agents, employees and volunteers will be limited accordingly.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
 Attn: Town Clerk
 110 E. Main Street
 Los Gatos, CA 95030

All City Management
 Attn: Baron Farwell
 10440 Pioneer Blvd. Ste. #5
 Santa Fe Springs, CA 90670

Los Gatos Union School District
 Attn: Paul Johnson
 17010 Roberts Rd.
 Los Gatos, CA 95032

Union School District
 Attn: Denise Coleman
 5175 Union Ave.
 San Jose, CA 95124

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

Service Provider/All City Management, by:

Laurel Prevetti, Town Manager

Baron Farwell, General Manger

Recommended by:

Recommended by:

Paul Johnson, Los Gatos Union School District

Denise Coleman, Union School District

Recommended by:

Peter Decena, Chief of Police

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

Exhibit A

Fiscal Year 2021/22

Crossing Guard Service

(\$27.58/Hour)

Los Gatos Union School District

(540 hours per crossing guard/per location)

	<u>Hours</u>	<u>Cost to School District</u>
4 @ 51.6%	2187	\$31,123.81
		<ul style="list-style-type: none">• Winchester & Daves• Blossom Hill & Cherry Blossom• Los Gatos Blvd. & Nino• Blossom Hill & Roberts (additional 27 hrs. due to minimum days)
1 @ 50%	540	\$7,446.60
		<ul style="list-style-type: none">• Los Gatos & Shannon (Town pay half/LGUSD pays half)
6 @ 100%	3267	\$90,103.86
		<ul style="list-style-type: none">• Daves & Poppy #1• Daves & Poppy #2• Daves & Poppy #3• Nino & Fisher (additional 27 hrs. due to minimum days)• Kennedy/Los Gatos Blvd.• Shannon/Cherry Blossom
	TOTAL	\$128,674.27

Union School District

	<u>Hours</u>	<u>Cost to School District</u>
1 @ 100%	540	TOTAL \$14,893.20

- Union & Thomas

	TOTAL OFFSET REVENUE	\$143,567.47
Total Hours	6534 hrs. x \$27.58 =	\$180,207.72
	Offset Revenue =	<u>\$143,567.47</u>
	Cost to Town =	\$36,640.25

Exhibit B

Fiscal Year 2022/23

Crossing Guard Service

(\$29.41/Hour)

Los Gatos Union School District

(540 hours per crossing guard/per location)

	<u>Hours</u>	<u>Cost to School District</u>
4 @ 51.6%	2187	\$33,188.95
		<ul style="list-style-type: none">• Winchester & Daves• Blossom Hill & Cherry Blossom• Los Gatos Blvd. & Nino• Blossom Hill & Roberts (additional 27 hrs. due to minimum days)
1 @ 50%	540	\$7,940.70
		<ul style="list-style-type: none">• Los Gatos & Shannon (Town pay half/LGUSD pays half)
6 @ 100%	3267	\$96,082.47
		<ul style="list-style-type: none">• Daves & Poppy #1• Daves & Poppy #2• Daves & Poppy #3• Nino & Fisher (additional 27 hrs. due to minimum days)• Kennedy/Los Gatos Blvd.• Shannon/Cherry Blossom
	TOTAL	\$137,212.12

Union School District

	<u>Hours</u>	<u>Cost to School District</u>
1 @ 100%	540	TOTAL \$15,881.40

- Union & Thomas

	TOTAL OFFSET REVENUE	\$153,093.52
Total Hours	6534 hrs. x \$29.41 =	\$192,164.94
	Offset Revenue =	<u>\$153,093.52</u>
	Cost to Town =	\$39,071.42

Exhibit C

Fiscal Year 2023/24

Crossing Guard Service

(\$31.84/Hour)

Los Gatos Union School District

(540 hours per crossing guard/per location)

	<u>Hours</u>	<u>Cost to School District</u>
4 @ 51.6%	2187	\$35,931.19
<ul style="list-style-type: none">• Winchester & Daves• Blossom Hill & Cherry Blossom• Los Gatos Blvd. & Nino• Blossom Hill & Roberts (additional 27 hrs. due to minimum days)		
1 @ 50%	540	\$8,596.80
<ul style="list-style-type: none">• Los Gatos & Shannon (Town pay half/LGUSD pays half)		
6 @ 100%	3267	\$104,021.28
<ul style="list-style-type: none">• Daves & Poppy #1• Daves & Poppy #2• Daves & Poppy #3• Nino & Fisher (additional 27 hrs. due to minimum days)• Kennedy/Los Gatos Blvd.• Shannon/Cherry Blossom		
	TOTAL	\$148,549.27

Union School District

	<u>Hours</u>	<u>Cost to School District</u>
1 @ 100%	540	TOTAL \$17,193.60

- Union & Thomas

TOTAL OFFSET REVENUE \$165,742.87

Total Hours	6534 hrs. x \$31.84 =	\$208,042.56
	Offset Revenue =	<u>\$165,742.87</u>
	Cost to Town =	\$42,299.69



Los Gatos
Monte Sereno

POLICE DEPARTMENT

EXHIBIT D

April 6, 2021

Baron Farwell, General Manager
All City Management Service, Inc.
10440 Pioneer Blvd., Suite #5
Santa Fe Springs, CA 90670

Subject: Agreement between Town of Los Gatos, Los Gatos Union School District, Union School District, and All City Management Services, Inc. for Crossing Guard Services

Dear Mr. Farwell:

By this Letter of Agreement, the Town of Los Gatos, Los Gatos Union School District, Union School District, and All City Management Services, Inc. agree that All City Management Services, Inc. shall perform the services described below in accordance with the terms contained herein.

The following Terms and Conditions shall apply:

All City Management Services, Inc. shall provide services for the 2021/22, 2022/23, and 2023/24 school year at three (3) hours per day, for the one hundred eighty (180) days of the school year. The crossing guard service shall be for the two (2) school districts identified by the Town which have potentially hazardous locations where students cross daily while traveling to and from school. The school intersections include:

- Union Avenue and Thomas Drive
- Blossom Hill Road and Cherry Blossom Lane
- Winchester Avenue and Daves Avenue
- Blossom Hill Road and Roberts Road
- Los Gatos Boulevard and Nino Avenue
- Daves Avenue and Poppy Lane (1)
- Daves Avenue and Poppy Lane (2)
- Daves Avenue and Poppy Lane (3)
- Nino Avenue and Fisher Avenue
- Los Gatos Boulevard and Shannon Road
- Kennedy Road and Los Gatos Boulevard
- Shannon Avenue and Cherry Blossom Lane

EXHIBIT D cont.

The Town agrees to pay the Contractor for the services rendered pursuant to this Agreement annually for sum of each school year listed below. It is understood and agreed that SIX THOUSAND FIVE HUNDRED THIRTY-FOUR (6,534) hours of service shall be provided each school year.

School Year	2021/22	2022/23	2023/24
Annual Service Hours	6,534	6,534	6,534
Annual Contract Expense	\$ 180,207.72	\$ 192,164.94	\$ 208,042.56

Please read the attached Town of Los Gatos contract and return a signed contract to:

Los Gatos/Monte Sereno Police Department
Attn: Heather St. John
110 E. Main St.
Los Gatos, CA 95030

Sincerely,

Peter Decena
Chief of Police



ALL CITY MANAGEMENT SERVICES

EXHIBIT E

March 26, 2021

Greg Borrowmeo
Town of Los Gatos
110 E. Main Street, Los Gatos, CA 95030

Dear Sgt. Borromeo,

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 providing School Crossing Guard Services through the 2021-2022 fiscal year.

As you may know the California mandated minimum wage increases continue to drive pricing. Effective, January 1, 2021 minimum wages increased \$1.00 and effective January 1, 2022 they will increase another \$1.00. For each dollar of wages paid there is approximately .35 cents in variable cost associated with the wages, this includes Employer Taxes, Work Comp Insurance and Liability Insurance.

To keep pace with these mandated increases we must request an increase in your billing rate from \$25.24 to \$27.58 for the 2021-2022 fiscal year. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase. Below I have listed the rates for the next three (3) years:

- 2021/2022 - \$27.58
- 2022/2023 - \$29.41
- 2023/2024 - \$31.84

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 me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet

Department: 4701

Town of Los Gatos 110 E. Main St. Los Gatos, CA 95031

KEY:

Traditional Calendar:

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

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

2021-2022 Billing Rate \$27.58

6534	\$27.58	=	\$180,207.72
Total Hrs/year	Hourly Billing Rate		

2022-2023 Billing Rate \$29.41

6534	\$29.41	=	\$192,164.94
Total Hrs/year	Hourly Billing Rate		

2023-2024 Billing Rate \$31.84

6534	\$31.84	=	\$208,042.56
Total Hrs/year	Hourly Billing Rate		

TOTAL ANNUAL PROJECTED COST \$580,415.22