



**AGREEMENT BETWEEN THE CITY OF BURLINGAME
AND ALL CITY MANAGEMENT SERVICES, INC.
FOR CROSSING GUARD SERVICES**

This AGREEMENT made and entered into this _____, 2021 by and between the CITY OF BURLINGAME, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor".

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a two-year period which commences July 1, 2021 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon.
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 Burlingame Police Department.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the locations 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 all items of this Agreement.
6. 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.
7. In the performance of their duties the Contractor and all employees of the Contractor shall Conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California and the Burlingame Police Department.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the Burlingame Police Department pertaining to general pedestrian safety in school crossing areas.

9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the Burlingame Police Department are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.
10. 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.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall 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, 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 by Certified Mail, Return Receipt Requested has been given to the Chief of Police, or designee for the Burlingame Police Department.
12. 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 (each a "Claim" and collectively, the "Claims") 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.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) 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 sole negligence of Contractor hereunder, 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.
 - d) 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.

e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.
14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Twenty-four Dollars and Ninety-one Cents (\$24.91) per hour of Crossing Guard services provided. It is understood and agreed that the average cost per year shall not exceed One Hundred Seventy-three Thousand, Eight Hundred and Sixty-eight Dollars, (\$174,868.00) for the 2021/2022 School Year.

The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Twenty-six Dollars and Thirty-eight Cents (\$26.38) per hour of Crossing Guard services provided. It is understood and agreed that the average cost per year shall not exceed One Hundred Eighty-five Thousand, One Hundred and Eighty-eight Dollars, (\$185,188.00) for the 2022/2023 School Year.

16. Payment is due to Contractor within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. Unforeseen Costs: The Contractor may exercise a price increase during the contract period as result of any legislative mandated increases in wages or benefits for California Employees. The Contractor shall provide the City 60 days' notice and justification of its request to adjust pricing based on any new wage or benefit laws. The City agrees to review and respond to said notice within 30 days of service.
18. In the event that this Agreement is extended beyond June 30, 2021, the compensation and terms for services shall be established by mutual consent of both parties.

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

City of Burlingame

All City Management Services, Inc.

By _____
Signature

By _____
Demetra Farwell, Corporate Secretary

Print Name and Title

Date: June 10, 2019

Date _____