

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

THIS AGREEMENT is made and entered into on this 15th day of May 2001, by and between the City of Redlands, a municipal corporation, hereinafter called "City," and All City Management Services, Inc., a California corporation, hereinafter called "Contractor."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - TERM OF CONTRACT

Section 1.1 The term of this Agreement shall commence on July 1, 2001 and end on June 30, 2002, unless terminated earlier pursuant to the provisions of this Agreement.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.1 Contractor shall provide City with personnel equipped and trained in "state of the art" procedures to act as crossing guards for crossing pedestrians in marked crosswalks. Such personnel are hereinafter referred to as "Crossing Guards." In the performance of their respective duties, Contractor and its personnel shall conduct themselves in accordance with the provisions of this Agreement and the laws of the State and the City.

Section 2.2 City shall determine the hours and locations when and where Crossing Guards shall be furnished by Contractor and Crossing Guard Services shall be provided by Contractor at City's requested locations and at City's designated hours. City may add to, delete from or revise the work schedule/locations at any time. Contractor shall maintain adequate reserve personnel to furnish alternate Crossing Guards to City in the event any regularly scheduled Crossing Guard fails to report for work at the assigned time and location.

Section 2.3 Contractor shall provide all Crossing Guards with apparel by which they shall be readily identifiable and visible 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 Crossing Guard duties. Contractor shall also provide all Crossing Guards with hand-held "stop" signs and

any other safety equipment which may be necessary for them to properly perform their duties. Apparel and equipment shall be pre-approved by City.

ARTICLE 3 - COMPENSATION

Section 3.1 City shall pay Contractor the sum of Eleven Dollars and Forty-Nine Cents (\$11.49) per hour for the Crossing Guard services described herein; provided, however, the cost for providing ten thousand, three hundred and fifty (10,350) hours of Crossing Guard services during the term of this Agreement shall not exceed One Hundred Eighteen Thousand Nine Hundred Twenty-two Dollars (\$118,922.00).

ARTICLE 4 - INSURANCE AND INDEMNIFICATION

Section 4.1 Contractor shall maintain workers' compensation insurance covering its employees and liability insurance for Crossing Guard activities at all times during the term of this Agreement. Contractor shall provide to City a Certificate of Insurance naming City and its elected officials, officers and employees as additional insureds under the insurance required by this Section. The insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by City and shall not contribute to any insurance or self-insurance maintained by City. The insurance shall be endorsed for contractual liability and personal injury and shall include City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except with thirty (30) days prior written notice by certified mail, return receipt requested to City.

Section 4.2. Contractor shall defend and indemnify City, its elected officials, officers, employees and agents against, and will hold and save each of them harmless from, any and all losses, actions, claims, damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors or omissions of Contractor, its Crossing Guards, agents, employees, subcontractors or invitees, provided for herein.

ARTICLE 5 - GENERAL CONSIDERATIONS

Section 5.1. Contractor shall not have the right to assign this Agreement to any other person or firm except with the prior written consent of City.

Section 5.2. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

Section 5.3. City may terminate this Agreement, without cause, by giving fifteen (15) days written notice to Contractor.

Section 5.4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

City of Redlands, a municipal corporation

All City Management Services, Inc.

By Pat Silvestri
Mayor

By [Signature]

Date May 15, 2001

Date 8/17/01

Attest:

[Signature]
City Clerk



ALL CITY MANAGEMENT SERVICES

August 21, 2001

Ms. Dorie Margie Poyzer, City Clerk
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Re.: Agreement for School Crossing Guard Services

Dear Ms. Poyzer:

Enclosed you will find one (1) original of the Agreement for School Crossing Guard Services for the City of Redlands.

If you have any questions, please call me at (800) 540-9290.

Sincerely,

Baron Farwell, General Manager

BF/iag

Enclosure

"The Crossing Guard Company"