





# City of Carson Report to Mayor and City Council

April 19, 2011  
New Business Consent

**SUBJECT: CONSIDER APPROVAL OF THE SECOND ONE-YEAR EXTENSION AGREEMENT WITH ALL CITY MANAGEMENT SERVICES FOR PROFESSIONAL CROSSING GUARD SERVICES**

  
Submitted by Raymond R. Cruz  
Public Services General Manager

  
Approved by Clifford W. Graves  
Interim City Manager

## **I. SUMMARY**

At its September 5, 2006 meeting, the city of Carson entered into an agreement with All City Management Services (ACMS) to provide professional crossing guard services. Given the excellent service provided by the company, on August 3, 2010, the City Council approved the first of two one-year contract extension agreements with ACMS. This contract extension expires on June 30, 2011. Given the professionalism and quality of service provided by ACMS, staff is recommending that the City Council approve the second-year extension of the contract.

## **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the second one-year contract extension of the agreement with All City Management Services to provide professional crossing guard services for the city of Carson for the period July 1, 2011 through June 30, 2012.
2. AUTHORIZE the Mayor to execute the contract extension following approval as to form by the City Attorney.

## **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate.

## **IV. BACKGROUND**

Since 2005, ACMS has continually provided excellent professional crossing guard services to the city of Carson. When needed ACMS has also augmented the city's pedestrian safety program; currently, when city crossing guards go on leave, retire or resign, those positions are filled with crossing guards provided by ACMS.

The term of the city's original agreement with ACMS was for a three-year contract period ending on June 30, 2010 (Exhibit Nos. 1 and 2). The city has the option to renew the agreement for two additional one-year periods based

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performance. Staff negotiated its first one-year extension with ACMS without a rate increase, thereby maintaining the service at a rate of \$13.59 for permanent crossing guard assignments and \$14.48 for relief crossing guards and supervision services (Exhibit No. 3). Council approved its first one-year extension on August 3, 2010 for \$75,000.00 (Exhibit No. 4). The first one-year extension expires on June 30, 2011.

ACMS has agreed to extend its contract for an additional year with a rate increase of 3.5%, or \$2,625.00, to meet its higher cost of operations (Exhibit No. 5). Thus, this second-year extension will cost the city a total of \$77,625.00. The new rate for permanent crossing guard assignments is \$14.07, and the new rate for relief crossing guards and supervision services is \$14.99. Based on their exceptional service, responsiveness, and overall outstanding performance of ACMS, staff recommends that the contract with All City Management Services be extended for the second one-year period (Exhibit No. 6).

**V. FISCAL IMPACT**

Funds for professional crossing guard services are to be included in the upcoming FY 2011/12 budget proposal, in account number 01-90-930-133-6005.

**VI. EXHIBITS**

1. Agreement between the City of Carson and All City Management Services, Inc. for Crossing Guard Services. (pgs. 4-8)
2. Minutes, September 5, 2006, Item No. 18. (pg. 9)
3. First-year Contract Extension. (pgs. 10-14)
4. Council Disposition, August 3, 2010, Item No. 10. (pg. 15)
5. All City Management Services rate increase request letter. (pg. 16)
6. Second-year Contract Extension. (pgs. 17-21)

ACMS 2<sup>nd</sup> Extension Renewal

Prepared by: Virginia M. Aguada, Sr. Administrative Specialist

TO:Rev010511

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by City Council	
Date_____	Action_____

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

THIS AGREEMENT made and entered into this September 1, 2007, by and between the CITY OF CARSON, a municipal corporation 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 Contract shall commence on September 1, 2007 and continue in full force and effect until June 30, 2010, unless early termination occurs in accordance with the terms of this Contract. The City and Contractor may elect to extend the term of this contract for two (2) successive one year terms.
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 City of Carson. 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.
4. The City shall determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
5. 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.

**EXHIBIT NO. 1**



7. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and 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.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the pertaining to general pedestrian safety in school crossing areas. All persons provided by the Contractor who will come into contact with school aged children shall be screened for drugs and Tuberculosis and a fingerprint and background check shall be performed by the Department of Justice.
9. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Carson are in session.
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 City Manager, or designee for the City of Carson.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or 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 agents, employees, subcontractors, or invitee, provided for herein.



- 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 City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event 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 City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
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 per the rates as described in Exhibit "A" of this agreement. These rates shall remain in effect for the duration of the three year agreement, from September 1, 2007 through June 30, 2010.
16. In the event that this Agreement is extended beyond June 30, 2010, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative. Should the Contractor propose an increase in the rates specified in Exhibit "A" for either Permanent or Relief Services, the proposed rate increase(s) shall not exceed the annual Consumer Price Index (CPI) for Pacific Cities as published in the U.S. Department of Labor, Bureau of Labor Statistics.



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

City of Carson

By Jim Dear  
Mayor JIM DEAR

Date August 30, 2007

All City Management Services, Inc.

By [Signature]  
Baron Farwell, General Manager

Date 8/30/07

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney



## Exhibit "A"

All City Management Services (ACMS) will provide **Permanent** and/or **Relief Crossing Guard Services** for all Crossing Guard positions currently staffed by the City of Carson. Under either option ACMS will provide uniformed and trained Crossing Guards working under the direction of an ACMS Supervisor. We assume complete contractual responsibility and liability for any and all locations staffed by ACMS personnel. All Crossing Guards utilized by ACMS would be ACMS employees and covered by our Workers' Compensation Insurance and General Liability Insurance.

ACMS will bill the City of Carson for **Permanent Crossing Guard Services** at a rate of Thirteen Dollars and Fifty-Nine Cents (**\$13.59**) per hour, per guard. Permanent Crossing Guard sites would be any such sites designated by the City and staffed by ACMS for the duration of the agreement with the City of Carson.

Relief Crossing Guard Services for the City of Carson will continue to be divided into 2 components, coordination and supervision as one component and staffing the second component. Coordination and Supervision covers the process and cost of a supervisor and administrative support for recruitment, hiring, training and staffing Relief Guards for the Carson Crossing Guard program.

The fee for coordination and supervision is 6 hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. For any Relief Staffing Services provided ACMS will bill the City a minimum of 2 hours per actual location staffed. The hourly billing rate for coordination, supervision and actual **Relief Services** is Fourteen Dollars and Forty-Eight Cents (**\$14.48**) per hour, per guard.

Wherever possible, ACMS shall make every effort to recruit, hire, train and staff Crossing Guards for the Carson Crossing Guard program from current residents of the city of Carson.







**MINUTES  
CARSON CITY COUNCIL  
REGULAR MEETING  
SEPTEMBER 5, 2006**

**ITEM NO. (18)      PROFESSIONAL   CROSSING   GUARD   SERVICES   CONTRACTOR  
AGREEMENT (PUBLIC SERVICES)**

Public Services General Manager Cruz summarized the staff report and recommendation.

Upon inquiry, City Manager Groomes clarified the terms "cost effective" versus "cost savings."

RECOMMENDATION for the City Council:

1.    NEGOTIATE an agreement with All City Management Services to provide professional crossing guard services for the city of Carson for a three year period, with two additional one year periods based on performance.

**ACTION:**    It was moved to Approve the staff recommendation on motion of Dear, seconded by Williams and unanimously carried by the following vote:

Ayes:	Mayor Dear, Mayor Pro Tem Ruiz-Raber, Council Member Santarina, Council Member Williams, and Council Member Gipson
Noes:	None
Abstain:	None
Absent:	None

**EXHIBIT NO. 2**



**AGREEMENT BETWEEN THE CITY OF CARSON AND  
ALL CITY MANAGEMENT SERVICES, INC.  
FOR CROSSING GUARD SERVICES  
(FIRST EXTENSION)**

THIS AGREEMENT made and entered into this July 1, 2010, by and between the CITY OF CARSON, a municipal corporation 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 Contract shall commence on July 1, 2010 and continue in full force and effect until June 30, 2011, unless early termination occurs in accordance with the terms of this Contract. The City and Contractor may elect to extend the term of this contract for one (1) successive one year term.
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 City of Carson. 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.
4. The city shall determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
5. 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.

**EXHIBIT NO. 3**



7. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and 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.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the pertaining to general pedestrian safety in school crossing areas. All persons provided by the Contractor who will come into contact with school aged children shall be screened for drugs and Tuberculosis and a fingerprint and background check shall be performed by the Department of Justice.
9. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Carson are in session.
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 City Manager, or designee for the City of Carson.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or 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 agents, employees, subcontractors, or invitee, provided for herein.



- 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 City, its officers, agents, or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event 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 City, its officers, agents, or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
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 per the rates as described in Exhibit "A" of this agreement. These rates shall remain in effect for the duration of the one year extension agreement, from July 1, 2010 through June 30, 2011.
16. In the event that this Agreement is extended beyond June 30, 2011, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative. Should the Contractor propose an increase in the rates specified in Exhibit "A" for either Permanent or Relief Services, the proposed rate increase(s) shall not exceed the annual Consumer Price Index (CPI) for All Urban Consumers as published in the U.S. Department of Labor, Bureau of Labor Statistics.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the  
3rd day of August 2010.

City of Carson

All City Management Services, Inc.

By: \_\_\_\_\_

Mayor Jim Dear

Date: \_\_\_\_\_

By: \_\_\_\_\_

Baron Farwell, General Manager

Date: \_\_\_\_\_

Attest:

City Clerk

Approved as to form:

City Attorney



## Exhibit "A"

All City Management Services (ACMS) will provide **Permanent** and/or **Relief Crossing Guard Services** for all Crossing Guard positions currently staffed by the City of Carson. Under either option ACMS will provide uniformed and trained Crossing Guards working under the direction of an ACMS Supervisor. We assume complete contractual responsibility and liability for any and all locations staffed by ACMS personnel. All Crossing Guards utilized by ACMS would be ACMS employees and covered by our Workers' Compensation Insurance and General Liability Insurance.

ACMS will bill the City of Carson for Permanent Crossing Guard Services at a rate of Thirteen Dollars and Fifty-Nine Cents (**\$13.59**) per hour, per guard. Permanent Crossing Guard sites would be any such sites designated by the City and staffed by ACMS for the duration of the agreement with the City of Carson.

Relief Crossing Guard Services for the City of Carson will continue to be divided into two components, coordination and supervision as one component and staffing the second component. Coordination and Supervision covers the process and cost of a supervisor and administrative support for recruitment, hiring, training, and staffing Relief Guards for the Carson Crossing Guard program.

The fee for coordination and supervision is five (5) hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. For any Relief Staffing Services provided ACMS will bill the City a minimum of two (2) hours per actual location staffed. The hourly billing rate for coordination, supervision, and actual **Relief Services** is Fourteen Dollars and Forty-Eight Cents (**\$14.48**) per hour, per guard.

Wherever possible, ACMS shall make every effort to recruit, hire, train, and staff Crossing Guards for the Carson Crossing Guard program from current residents of the city of Carson.



**ITEM NO. (10)      CONSIDER APPROVAL TO EXTEND THE AGREEMENT WITH ALL  
CITY MANAGEMENT SERVICES FOR PROFESSIONAL CROSSING  
GUARD SERVICES (PUBLIC SERVICES)**

Item No. 10 was heard at 2:01 A.M., on August 4, 2010.

Public Services General Manager Cruz summarized the staff report and recommendation.

Public Safety and Community Services Manager Truong provided additional information.

RECOMMENDATION for the City Council:

TAKE the following actions:

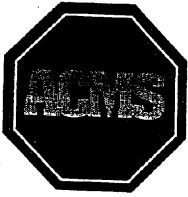
1.      APPROVE a one-year contract extension of the agreement with All City Management Services to provide professional crossing guard services for the city of Carson from July 1, 2010 through June 30, 2011.
2.      AUTHORIZE the Mayor to execute the contract extension following approval as to form by the City Attorney.

ACTION:      It was moved to approve staff recommendation Nos. 1 and 2 on motion of Dear, seconded by Santarina and carried by the following roll call vote:

Ayes:	Mayor Dear, Mayor Pro Tem Santarina, Council Member Davis-Holmes, and Council Member Ruiz-Raber
Noes:	Council Member Gipson
Abstain:	None
Absent:	None

**EXHIBIT NO. 4**





## ALL CITY MANAGEMENT SERVICES

February 22, 2011

Ky Truong, Public Safety  
City of Carson  
701 East Carson Street  
Carson, CA 90745

Dear Ky Truong:

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 with the City of Carson for Crossing Guard Services through the 2011-2012 fiscal year.

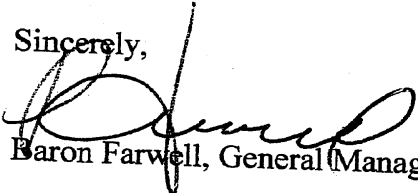
As a contract provider All City Management Services (ACMS) is keenly aware of the difficult economic times faced by many of our clients. Agencies across the nation are re-examining their budgets against the need to maintain critical services and provide for public safety. While we are certainly fiscally mindful of the budgetary ramifications facing many Agencies we are ultimately tasked with balancing this with our own financial survival.

For the past two years we have experienced cost increases in most facets of our operations. While conversely the budgets of our clients demanded that we maintain our pricing levels for that same period of time. This year our financial wherewithal requires that we appeal for a 3.5% increase in our pricing. This adjusts the hourly rate to \$14.06 per hour.

To facilitate the calculation of the annual cost of your Crossing Guard program 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 as it exist currently.

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

### EXHIBIT NO. 5



*"The Crossing Guard Company"*

1749 S. La Cienega Blvd. • Los Angeles, CA 90035 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325



**AGREEMENT BETWEEN THE CITY OF CARSON AND  
ALL CITY MANAGEMENT SERVICES, INC.  
FOR CROSSING GUARD SERVICES  
(SECOND EXTENSION)**

THIS AGREEMENT made and entered into this July 1, 2011, by and between the CITY OF CARSON, a municipal corporation 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 Contract shall commence on July 1, 2011 and continue in full force and effect until June 30, 2012, unless early termination occurs in accordance with the terms of this Contract.
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 City of Carson. 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.
4. The City shall determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
5. 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.

**EXHIBIT NO. 6**



7. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and 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.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the pertaining to general pedestrian safety in school crossing areas. All persons provided by the Contractor who will come into contact with school aged children shall be screened for drugs and Tuberculosis and a fingerprint and background check shall be performed by the Department of Justice.
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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 City Manager, or designee for the City of Carson.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or 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 agents, employees, subcontractors, or invitee, provided for herein.



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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 per the rates as described in Exhibit "A" of this agreement. These rates shall remain in effect for the duration of the one year extension agreement, from July 1, 2011 through June 30, 2012.
16. In the event that this Agreement is extended beyond June 30, 2012, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative. Should the Contractor propose an increase in the rates specified in Exhibit "A" for either Permanent or Relief Services, the proposed rate increase(s) shall not exceed the annual Consumer Price Index (CPI) for All Urban Consumers as published in the U.S. Department of Labor, Bureau of Labor Statistics.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_ 2011.

**City of Carson**

**All City Management Services, Inc.**

By: \_\_\_\_\_  
Mayor Jim Dear

By: \_\_\_\_\_  
Baron Farwell, General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney



## Exhibit "A"

All City Management Services (ACMS) will provide **Permanent** and/or **Relief Crossing Guard Services** for all Crossing Guard positions currently staffed by the City of Carson. Under either option ACMS will provide uniformed and trained Crossing Guards working under the direction of an ACMS Supervisor. We assume complete contractual responsibility and liability for any and all locations staffed by ACMS personnel. All Crossing Guards utilized by ACMS would be ACMS employees and covered by our Workers' Compensation Insurance and General Liability Insurance.

ACMS will bill the City of Carson for Permanent Crossing Guard Services at a rate of Fourteen Dollars and Seven Cents (**\$14.07**) per hour, per guard. Permanent Crossing Guard sites would be any such sites designated by the City and staffed by ACMS for the duration of the agreement with the City of Carson.

Relief Crossing Guard Services for the City of Carson will continue to be divided into two components, coordination and supervision as one component and staffing the second component. Coordination and Supervision covers the process and cost of a supervisor and administrative support for recruitment, hiring, training, and staffing Relief Guards for the Carson Crossing Guard program.

The fee for coordination and supervision is five (5) hours per day for each day the schools serviced by the Carson Crossing Guard Program are in session. For any Relief Staffing Services provided ACMS will bill the City a minimum of two (2) hours per actual location staffed. The hourly billing rate for coordination, supervision, and actual **Relief Services** is Fourteen Dollars and Ninety-Nine Cents (**\$14.99**) per hour, per guard.

Wherever possible, ACMS shall make every effort to recruit, hire, train, and staff Crossing Guards for the Carson Crossing Guard program from current residents of the city of Carson.

