



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated June __, 2021 and is between the TEMPLE CITY UNIFIED SCHOOL DISTRICT (hereinafter called the "District"), 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 term which commences on or about July 1, 2021 and ends on June 30, 2022 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". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. 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 District.
3. The District's representative in dealing with the Contractor shall be designated by the Temple City Unified School District.
4. The District 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 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.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District's jurisdiction. The

Contractor also agrees to maintain 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 and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District 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 \$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 District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. 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 District.
11. Contractor agrees to defend, indemnify and hold harmless the District, 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 sole 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) In the event the District, 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 District, its officers, agents, or employees, any and all costs and expenses incurred by the District, 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 District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District 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).

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 District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-four Dollars and Eighty-five Cents (**\$24.85**) per hour, per Crossing Guard during the term. Based on a minimum of four (4) sites and upon a projected (2,160) hours of service the cost shall not exceed Fifty-three Thousand, Six Hundred and Seventy-six Dollars (\$53,676.00) per year, unless Contractor fails to perform service.
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 District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DISTRICT

Temple City Unified School District

By Mercedes Gomez
Signature

Mercedes Gomez, Interim CBO
Print Name and Title

Date 6/24/21

CONTRACTOR

All City Management Services, Inc.

By _____
D. Farwell, Corporate Secretary

Date _____



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **Temple City USD, CA** Crossing Guard Program.

Proposed Hourly Rate: Twenty-four Dollars and Eighty-five Cents (**\$24.85**) per hour, per guard. This pricing is based upon 4 crossing guards compensated an average of 3.0 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 2,160 hours, we project a **Not to Exceed price of \$53,676.**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **Temple City USD** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the District.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the District should desire any such additional equipment the additional cost would be billed to the District.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell: baron@thecrossingguardcompany.com

Vice President of Operations: Patricia Pohl: pat@thecrossingguardcompany.com

Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com

Interim Finance Director: Noel Concha noel@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.



ALL CITY MANAGEMENT SERVICES

Client Matrix

SHELTON, DIONNE B.

HALL, ASHLEY

Ph: (626) 438-5630

7502

Temple City USD

		MON	TUE	WED	THU	FRI
1 Oak Ave./Emperor (W)		7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
Oak Avenue Intermediate	(626) 548-5060	2:25 PM - 3:10 PM	1:50 PM - 2:35 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM
Temple City USD	Reg 3 Other 3					
2 Oak Ave./Lemon C		7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
Oak Avenue Intermediate	(626) 548-5060	2:25 PM - 3:10 PM	1:50 PM - 2:35 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM
Temple City USD	Reg 3 Other					
3 Oak Ave./Cassidy Real		7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
Oak Avenue Intermediate	(626) 548-5060	2:25 PM - 3:10 PM	1:50 PM - 2:35 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM
Temple City USD	Reg 3 Other 2					
4 Lemon Ave./Trelawney Ave.		7:25 AM - 8:25 AM	7:25 AM - 8:25 AM	9:15 AM - 10:15 AM	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM
Temple City High	(626) 548-5040	2:40 PM - 3:25 PM	2:40 PM - 3:25 PM	2:40 PM - 3:25 PM	2:40 PM - 3:25 PM	2:40 PM - 3:25 PM
Temple City USD	Reg 3 Other 9					

Attn: Maria



Nicole Guererro, Receptionist

All City Management Services, Inc.

"The Crossing Guard Company"

Direct: (310) 202-8284 Toll Free: (800) 540-9290

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ALL CITY MANAGEMENT SERVICES

Client Matrix

SHELTON, DIONNE B.

HALL, ASHLEY

Ph: (626) 438-5630

7501

Temple City, City of

		MON	TUE	WED	THU	FRI
1 Live Oak/Warren Way		7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
Longley Way Elem.	626.521.8357	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	1:15 PM - 2:00 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
Arcadia USD	Reg 3 Other					
2 Ardian/Lower Azusa		7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM
Gilley Elem.	626.578.2323	2:00 PM - 3:15 PM	2:30 PM - 3:15 PM	2:00 PM - 3:15 PM	1:00 PM - 2:15 PM	2:00 PM - 3:15 PM
El Monte City SD	Reg 4 Other					
3 Broadway/Coverly		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
Cloverly Elem.	626.548.5092	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	12:45 PM - 1:30 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
Temple City USD	Reg 3 Other					
4 Longden/Muscatal		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
Emperor Elem.	626.548.5084	11:15 AM - 12:00 PM	11:15 AM - 12:00 PM	11:15 AM - 1:15 PM	11:15 AM - 12:00 PM	11:15 AM - 12:00 PM
Temple City USD	Reg 4 Other 4					
5 La Rosa Dr./Alessandro (IFOS)		7:25 AM - 8:25 AM	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM
La Rosa Elem.	626.548.5076	1:15 PM - 2:15 PM	1:15 PM - 2:15 PM	12:15 PM - 1:15 PM	1:15 PM - 2:15 PM	1:15 PM - 2:15 PM
K Service Only						
Temple City USD	Reg 3 Other 3					
6 Longden/Temple City		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
Longden Elem.	626.548.5068	11:00 AM - 11:45 AM	11:00 AM - 11:45 AM	11:15 AM - 11:45 AM	11:00 AM - 11:45 AM	11:00 AM - 11:45 AM
Temple City USD	Reg 4 Other 4					
7 Longden/Oak Ave.		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
Longden Elem.	626.548.5068	11:00 AM - 11:45 AM	11:00 AM - 11:45 AM	11:15 AM - 11:45 AM	11:00 AM - 11:45 AM	11:00 AM - 11:45 AM
Temple City USD	Reg 4 Other 4					

Thursday, August 29, 2019

Page 1 of 2

Client Matrix



ALL CITY MANAGEMENT SERVICES

SHELTON, DIONNE B.

HALL, ASHLEY

Ph: (626) 438-5630

7501

Temple City, City of

		MON	TUE	WED	THU	FRI
8 6623 Oak Ave./IFOS (Emperor Ave.)		7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
Oak Avenue Inter. 7-8	626.548.5060	2:25 PM - 3:10 PM	1:50 PM - 2:35 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM	2:25 PM - 3:10 PM
Temple City USD	Reg 3 Other					

SCHEDULE OF CROSSING GUARDS & LOCATIONS

CLOVERLY		MON		TUE		WED		THU		FRI		Total Hrs p/Week	
1	Broadway & Cloverly	City of TC	7:30a-8:30a 2:30p-3:15p	1.00 0.75	7:30a-8:30a 2:30p-3:15p	1.00 0.75	7:30a-8:30a 12:45p-1:30p	1.00 0.75	7:30a-8:30a 2:30p-3:15p	1.00 0.75	7:30a-8:30a 2:30p-3:15p	1.00 0.75	8.75

EMPEROR		MON		TUE		WED		THU		FRI		Total Hrs p/Week	
2	Longden & Muscatel	City of TC	7:30a-8:30a 11:15a-12:00p 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:15a-12:00p 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:15a-1:15p	1.00 2.00	7:30a-8:30a 11:15a-12:00p 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:15a-12:00p 2:15p-3:15p	1.00 0.75 1.00	14.00

LA ROSA		MON		TUE		WED		THU		FRI		Total Hrs p/Week	
3	La Rosa & Alessandro <i>K service only</i>	City of TC	7:25a-8:25a 1:15p-2:15p	1.00 1.00	7:25a-8:25a 1:15p-2:15p	1.00 1.00	7:25a-8:25a 12:15p-1:15p	1.00	7:25a-8:25a 1:15p-2:15p	1.00	7:25a-8:25a 1:15p-2:15p	1.00	10.00

LONGDEN		MON		TUE		WED		THU		FRI		Total Hrs p/Week	
4	Longden & T.C. Blvd	City of TC	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:15a-11:45a 12:45p-1:30p	1.00 0.30 0.75	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	13.05
5	Longden & Oak	City of TC	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:15a-11:45a 12:45p-1:30p	1.00 0.30 0.75	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	7:30a-8:30a 11:00a-11:45a 2:15p-3:15p	1.00 0.75 1.00	13.05

OAK AVENUE		MON		TUE		WED		THU		FRI		Total Hrs p/Week	
6	Oak & Emperor <i>in front of school</i>	City of TC	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 1:50p-2:35p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	8.75
7	Oak & Emperor <i>South of school</i>	All City	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 1:50p-2:35p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	8.75
8	Oak & Lemon	All City	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 1:50p-2:35p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	8.75
9	Oak & Camino Real	All City	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 1:50p-2:35p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	7:45a-8:45a 2:25p-3:10p	1.00 0.75	8.75

TCHS		MON		TUE		WED		THU		FRI		Total Hrs p/Week	
10	Lemon & Trelawney	All City	7:25a-8:25a 2:40p-3:25p	1.00 0.75	7:25a-8:25a 2:40p-3:25p	1.00 0.75	9:15a-10:15a 2:40p-3:25p	1.00 0.75	7:25a-8:25a 2:40p-3:25p	1.00 0.75	7:25a-8:25a 2:40p-3:25p	1.00 0.75	8.75

All City Management 21-22

Final Audit Report

2021-06-11

Created:	2021-06-09
By:	Maria Cabrera (mcabrera@tcusd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8hUPMwu1yOyszvtaH3I28CeoYAdUTIO

"All City Management 21-22" History

-  Document created by Maria Cabrera (mcabrera@tcusd.net)
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-  Email viewed by Mercedes Gomez (m.gomez@tcusd.net)
2021-06-09 - 11:04:23 PM GMT- IP address: 160.72.30.68
-  Document e-signed by Mercedes Gomez (m.gomez@tcusd.net)
Signature Date: 2021-06-11 - 3:58:37 PM GMT - Time Source: server- IP address: 160.72.30.70
-  Agreement completed.
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