AGREEMENT BETWEEN THE SAN LEANDRO UNIFIED SCHOOL DISTRICT ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

THIS AGREEMENT made and entered into this September 7, 2010, by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT hereinafter called the "District", 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 period of time which commences July 1, 2011, and ends on June 30, 2012, 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 District.

3. The District's representative in dealing with the Contractor shall be the Superintendent of Schools or such person as the Superintendent may designate.

4. If, at any time during the contract period, the District questions the meaning of any item of this Agreement, the District may contact the Contractor for interpretation of that item.

5. The District shall have the right to determine the hours and locations when and where Crossing Guards shall be furnished by the Contractor. The Contractor shall notify the District in writing of any changes which may need to occur in hours of work or locations. The District further has the power to add to, delete from, or revise the work schedule/locations at any time.

6. 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.

7. 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.

8. 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 pertaining to general pedestrian safety in school crossing areas.

9. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the San Leandro Unified School District pertaining to general pedestrian safety and school crossing areas.

10. 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 San Leandro Unified School District, are in session.

11. 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.

12. 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 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 District and shall not call 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 by Certified Mail, Return Receipt Requested has been given to the District Counsel or Superintendent of Schools.

13. Contractor agrees to indemnify the District, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims 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 District, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.

    c) In the event 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 District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

14. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.

15. 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 District.

16. The District agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Sixteen Dollars and Eighty-Nine Cents, ($16.89) per hour of Crossing Guard services. It is understood and agreed that the cost for providing Three-Thousand, Two-Hundred and Twenty-Two Hours (3,222) of services shall not exceed Fifty-Four Thousand, Four-Hundred and Twenty Dollars ($54,420.00) per year.

17. 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 District by the Contractor and approval of the appropriate District representative.

ALL CITY MANAGEMENT SERVICES

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

San Leandro Unified School District

By_____
Signature

_____
Print Name and Title

Date_____

Approved as to Form:

By_____
Signature

_____
Print Name and Title

Date_____

All City Management Services, Inc.

By_____
Demetra Farwell, Corporate Secretary

Date August 5, 2011

ATTEST:

By_____
Signature

_____
Print Name and Title

Date_____

All City Management Services Inc.

Client Worksheet 2011 - 2012

Department: 8704
Current Rate: $16.89
Percent Increase
New Rate
Price Freeze:

San Leandro USD

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

Year Round Calendar

For schools with no regularly scheduled early release days, use 240 regular days

For schools with one regularly scheduled early release day/week, use 192 regular days and 48 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

9	sites with no early release:	18 Total Hrs/day	X	179 days/yr	X	$16.89 Hourly Billing Rate	=	$54,419.58
	sites with one early release:	Total Hrs/day	X	144 days/yr	X	$16.89 Hourly Billing Rate	=	$0.00
	early release for sites above:	Total Hrs/day	X	36 days/yr	X	$16.89 Hourly Billing Rate	=	$0.00

Sites with year round calendar:

	sites with no early release:	Total Hrs/day	X	240 days/yr	X	$16.89 Hourly Billing Rate	=	$0.00
	sites with one early release:	Total Hrs/day	X	192 days/yr	X	$16.89 Hourly Billing Rate	=	$0.00
	early release days for sites above:	Total Hrs/day	X	48 days/yr	X	$16.89 Hourly Billing Rate	=	$0.00

Summer School Sites

	sites for summer school::	Total Hrs/day	X	19 days/yr	X	$16.89 Hourly Billing Rate	=	$0.00

TOTAL PROJECTED HOURS 3222 **TOTAL ANNUAL PROJECTED COST** $54,419.58