CITY OF PALO ALTO CONTRACT NO. C09127439

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
ALL CITY MANAGEMENT SERVICE, INC.
FOR PROFESSIONAL SERVICES
(CROSSING GUARD SERVICES)

This AGREEMENT is entered into ____________, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and ALL CITY MANAGEMENT SERVICE INC., a California corporation located at 1749 South La Cienega Blvd., Los Angeles, CA 90035 ("CONSULTANT").

RECAPITULATIONS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to enlist the services of a company to oversee the hiring, training, supervision and management of the adult crossing guard program ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached as Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.
SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed Three Hundred Nineteen Thousand Three Hundred Sixty Six Dollars ($319,366) per year. In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed Thirty One Thousand Nine Hundred Thirty Six Dollars ($31,936) per year. The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives
notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY’s stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Patricia Pohl as the project director to have supervisory responsibility for the performance, progress, and execution of the Services to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City’s project manager is Sandra Brown, Police Department, Traffic Division, 275 Forest Professional Services
Avenue, Palo Alto, CA 94303, Telephone: (650) 329-2449. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.
SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.
19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status,
weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit “E.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

23.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys’ fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

23.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

23.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

23.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

23.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 23.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

23.9. The individuals executing this Agreement represent and warrant that they have
the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

Deputy City Manager

APPROVED AS TO FORM:

Senior Asst. City Attorney

APPROVED:

Director of Administrative Services

ALL CITY MANAGEMENT SERVICE, INC.

By: 

Name: Baron Farwell

Title: President

Taxpayer Identification No.

95-3971517

Attachments:

EXHIBIT “A”: SCOPE OF WORK
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “E”: CERTIFICATION OF NONDISCRIMINATION
EXHIBIT A

Scope of Services for Crossing Guard Services

Duties shall include the following:

- Providing crossing guard services at each location and during specific hours designated by the City
- Coordinating any scheduling and any schedule changes directly with the City
- Providing payroll and workers’ compensation coverage for all guards
- Providing training to all new hires
- Maintaining sufficient numbers of alternate guards and guaranteeing crossing coverage for absent or sick guards
- Supplying all necessary equipment including signs, traffic vests, whistles and raincoats
- Submitting invoices to the City of Palo Alto on a monthly basis for the number of hours worked by crossing guards during the previous month
- Establishing quarterly contact with a Police Department representative for quality assurance of the program

Locations

Crossing guards are to be provided at the locations indicated below:

1. Los Robles and El Camino Real
2. El Centro and Barron
3. Los Altos and El Camino Real
4. Alma and Charleston
5. Arastradero and Columbe
6. Dana and Newell
7. Alester and Channing
8. Addison and Middlefield
9. Embarcadero and Middlefield
10. Charleston and Carlson
11. Louis and Loma Verde
12. Alma and Meadow
13. Louis and Amarillo
14. Embarcadero and Newell
15. E. Meadow and Waverly
16. E. Meadow and Middlefield
17. Middlefield and Charleston
18. Middlefield and Mayview
19. N. California and Newell
20. E. Charleston and Nelson
21. Louis Rd and N. California
22. Margarita and El Camino Real
23. Maybell and Columbe
24. Maybell and El Camino Real
25. E. Charleston and El Camino Real
26. Donald and Arastradero Road
27. Bryant and El Carmelo
28. El Camino Real and Stanford
29. Greer Road and Louis Road

The company shall be responsible for ensuring that crossing guard services are provided at the designated locations and at the designated hours on all days in which the designated schools in Palo Alto are in session. This includes summer school, however the summer school locations are somewhat itinerant. The City will notify the crossing guard company in advance for summer school locations. The City reserves the right to add, delete or revise the schedules or locations at any time with a 30-day notification. Refer to Attachment ‘A’ for crossing guard locations and crossing times.

Minimum Standards for Crossing Guards

1. Must have a minimum of an eighth grade education
2. Be able to read, write and speak English
3. Be a minimum of 18 years old
4. Not have any felony convictions or misdemeanor convictions involving crimes against children
5. Have the ability to communicate clearly and concisely with motorists and pedestrians
6. Demonstrate the following abilities and characteristics:
   a) Minimum of average intelligence
   b) Good physical condition, including sight and hearing
   c) Mental alertness
   d) Neat appearance
   e) Good character
   f) Dependability
   g) Sense of responsibility for the safety of children
   h) Good verbal communication skills
   i) Familiarity with traffic rules and regulations

Supervision

A local area supervisor shall be available at all times to see that guard activities are taking place at required locations and times. The supervisor shall assign schedules, monitor and supervise crossing guards when necessary, and have a vehicle to travel to work sites. The supervisor shall visit each school site at least once a month. The supervisor must be available to the City returning phone calls within 30 minutes. The supervisor must be available to respond to problems and/or complaints. In addition, the supervisor must have a minimum of a high school education and a valid California driver’s license.

Training and Orientation
Training and orientation shall be provided prior to deploying any crossing guard or reserve crossing guard. All training and orientation procedures shall be subject to the approval of the City of Palo Alto.

### Crossing Guard Locations and Hours

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<tr>
<th>Intersection</th>
<th>Regular Hours</th>
<th>Minimum Days</th>
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<tbody>
<tr>
<td>1 Los Robles &amp; El Camino Real</td>
<td>7:30-8:30 AM 2:30-3:30 PM</td>
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<td>2 El Centro &amp; Barron</td>
<td>7:30-8:20 AM 2:30-3:30 PM</td>
<td>7:30-8:20 AM 1:30-2:30 PM (WED)</td>
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<td>3 Los Altos &amp; El Camino Real</td>
<td>7:30-8:30 AM 2:30-3:30 PM</td>
<td>7:30-9:00 AM 2:30-3:30 PM (THU)</td>
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<td>4 Alma &amp; Charleston</td>
<td>7:30-8:30 AM 1:45-3:00 PM</td>
<td>7:30-8:30 AM 1:15-2:00 PM (WED)</td>
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<td>5 Arastradero &amp; Coulombe</td>
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<td>7:30-8:20 1:15-2:00 (WED)</td>
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<td>6 Dana &amp; Newell</td>
<td>7:30-8:15 AM 2:15-3:00 PM</td>
<td>7:30-8:15 AM 1:00-1:45 PM (WED)</td>
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<td>7 Alester &amp; Channing</td>
<td>7:30-8:30 AM 2:00-3:00 PM</td>
<td>7:30-8:30 AM 12:45-1:45 PM (WED)</td>
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<td>8 Addison &amp; Middlefield</td>
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<td>9 Embarcadero &amp; Middlefield</td>
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<td>10 E. Charleston &amp; Carlson</td>
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<td>11 Louis &amp; Loma Verde</td>
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<td>12 Alma &amp; Meadow</td>
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<td>13 Louis &amp; Amarillo</td>
<td>8:00-8:30 AM 2:40-3:15 PM</td>
<td>8:00-8:30 AM 1:10-1:45 PM (WED)</td>
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<td>Embarcadero &amp; Newell</td>
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<td>E. Charleston &amp; El Camino Real</td>
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</tbody>
</table>
CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project manager for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed (NTP).

<table>
<thead>
<tr>
<th>Milestones</th>
<th>No. of Days / Week</th>
<th>Completion from NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crossing Guard Services</td>
<td>5 days / week</td>
<td>270 days</td>
</tr>
<tr>
<td>School Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crossing Guard Services</td>
<td>4 days / week</td>
<td>60 days</td>
</tr>
<tr>
<td>Summer School</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Option to extend.** CITY has the right to extend the term of this Agreement for two additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to adjustments for compensation as set forth in this Section. CITY shall notify CONTRACTOR in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term.
Proposal Costs Sheet and Rates

It is our goal to retain all the existing Crossing Guards by maintaining their rate of pay and securing their current work location.

ACMS is a full service School Crossing Guard contractor. This means our Proposed Hourly Billing Rate includes all costs associated with management of the Crossing Guard program, including but not limited to wages, recruitment, background clearance, equipment, training, supervision and insurance.

In Palo Alto we have maintained two billing levels in compliance with our initial agreement to maintain the wages of the Crossing Guards we inherited when we assumed control of the program. As such we propose the following two billing rates:

**Level One:** for all Crossing Guards hired by ACMS, $14.91 per hour per guard. The pay range for such guards is from $8.50 to $10.00 per hour.

**Level Two:** for all Crossing Guards originally hired by the City of Palo Alto $15.55 per hour, per guard only 2 guards remain. The pay range is from $10.38 to $10.88.

**Program Hours:**

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 sites @ 4 hours x 180 school days</td>
<td>20,160 hrs.</td>
</tr>
<tr>
<td>1 site @ 5 hours x 5 hours per day x 180 days</td>
<td>900 hrs.</td>
</tr>
<tr>
<td>4 summer school sites @ 18 hours per day</td>
<td>288 hrs.</td>
</tr>
<tr>
<td>Total</td>
<td>21,348 Annual Hours</td>
</tr>
</tbody>
</table>

**Program Cost:**

21,348 Hours x $14.96 weighted billing average = $319,366.00 Annual Cost

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. The City of Palo Alto would only be billed for Crossing Guard services rendered on designated “school days”.

The hourly rates do not include additional safety equipment, crosswalk delineators or safety devices. Should the City desire any such additional equipment the additional cost would be billed separately.
COMPENSATION DURING ADDITIONAL TERMS. CONTRACTOR’s compensation rates may be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees may be increased by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR’s compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR’s compensation rates shall be reflected in a written amendment to this Agreement.
EXHIBIT “D”
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION EMPLOYER’S LIABILITY</td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>STATUTORY</td>
<td></td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED.</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NIGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY
EXHIBIT “D”
INSURANCE REQUIREMENTS

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.
EXHIBIT E

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is INDIVIDUAL, sign here:

Date:__________________________
Proposer's Signature

Proposer's typed name and title

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date:__________________________
Member of the Partnership or Joint Venture signature

Date:__________________________
Member of the Partnership or Joint Venture signature

3. If Proposer is a CORPORATION, the duly authorized officer shall sign as follows:

The undersigned certifies that they are respectively:

[Signature] and [President]
Title

Or, of the corporation named below, that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

All City Management Services, Inc.
Corporation Name (type or print)

By: [Signature] Date: 7/25/08
Title: President
# Crossing Guard Services

## PROPOSAL EVALUATION MATRIX

<table>
<thead>
<tr>
<th>File Number: RFP127438</th>
<th>Date: 8/5/08</th>
<th>Evaluator: Police Team – Brown, Hazarian</th>
</tr>
</thead>
</table>

Rating: 1 is low, 5 is high

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WT.</th>
<th>All City Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality and completeness of proposal:</td>
<td>5%</td>
<td>5</td>
</tr>
<tr>
<td>Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer:</td>
<td>10%</td>
<td>5</td>
</tr>
<tr>
<td>Proposers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity:</td>
<td>10%</td>
<td>5</td>
</tr>
<tr>
<td>Cost to the city:</td>
<td>30%</td>
<td>5</td>
</tr>
<tr>
<td>Proposer's financial stability:</td>
<td>10%</td>
<td>5</td>
</tr>
<tr>
<td>CRITERIA</td>
<td>WT.</td>
<td>ALL CITY MANAGEMENT</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>-----</td>
<td>---------------------</td>
</tr>
<tr>
<td>Proposer’s ability to perform the work within the time specified:</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Proposer’s prior record of performance with city or others:</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Proposer’s ability to provide future maintenance, repairs parts and/or services:</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Proposer’s compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor:</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>OTHER CRITERIA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OVERALL RATING</td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>
CITY OF PALO ALTO
ADULT CROSSING GUARD WARRANTS

It is the policy of the City of Palo Alto to consider the placement of adult crossing guards as an appropriate traffic control measure at a designated school crossings serving elementary school children which meet certain qualifications during hours when school children are required to cross the street.

PROCEDURE

Requests and complaints about school traffic safety are processed through the City/School Traffic Safety Committee. The Committee receives, reviews and evaluates such requests and initiates recommendation for action by the appropriate responsible agency.

The Committee accepts requests for adult crossing guard studies only when they are filed according to the following procedures:

1. Request from parents and others shall be referred to the local principal for review and transmission to the Committee chairpersons.

2. Any request for action by the Committee shall be submitted in writing.

WARRANTS

Minimum Criteria. The assignment of adult crossing guards will be considered by the City/School Traffic Safety Committee only for those intersections which meet both of the following minimum standards.

A. At least 20 elementary school age pedestrians utilize the crossing per hour on the way to or from school.

B. The crossing does not meet adopted standards for the placement of a Junior Traffic Patrol and/or is located too far from school.
Intersections which pass this preliminary screening will be evaluated by the City/School Traffic Safety Committee using the following criteria:

1. **At uncontrolled crossings:**
   a) Where there is no alternate controlled crossing within 600 feet; and
   b) Where the vehicular traffic volume exceeds 300 in each of any two daily hours during which 20 or more school pedestrians cross while going to or from school.

2. **At STOP sign controlled crossings:**
   a) Where the vehicular traffic volume on undivided highways of four or more lanes exceeds 500 per hour during any period when the school pedestrians are going to or from school.
   b) Where on two-lane roads the number of vehicular turning movements through the school crosswalk on two-lane roads exceeds 200 in each of any two hours during which 20 or more school pedestrians cross while going to or from school.

3. **At traffic signal controlled crossings:**
   a) Where the number of vehicular turning movements through the school crosswalk exceeds 300 per hour while school pedestrians are going to or from school.
   b) Where there are circumstances not normally present at the signalized intersection, such as crosswalks more than 80 feet long with no intermediate refuge, or an abnormally high proportion of large commercial vehicles, or proximity to an at-grade railroad crossing.

4. **At CalTrain crossings** where there is no bus services is provided to school and there are no pedestrian crossing gates and fences.
COMMITTEE RECOMMENDATION PROCEDURES

1. Assignment of the Adult Crossing Guard

The Committee’s evaluation of each intersection meeting the minimum criteria will be based on analysis of the warrants.

The Committee will recommend that an adult crossing guard be assigned when a traffic engineer has determined that one of three minimum volumes described in Warrants 1, 2 and 3a are met or that unusual circumstances exist at a signalized intersections described in Warrant 3b or that the conditions described in Warrant 4 are met.

2. Elimination of an Adult Crossing Guard

If at any time it appears that an existing adult guard locations does not meet the established warrants, the Police Department or the City Staff may request that the City/School Traffic Safety Committee reevaluate the need for an adult crossing guard at the intersection.

The warrants and procedures outlined above shall be followed to determine if an adult guard is no longer warranted for an established crossing location. The elimination of an adult guard will be recommended when:

a) An intersection fails to meet the minimum criteria,

b) When an intersection meets the minimum criteria but does not satisfy the warrants for an adult crossing guard based on Warrants 1, 2 and 3.