

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

This Amendment to Services Agreement, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and ALL CITY MANAGEMENT SERVICES, INC. ("CONTRACTOR").

WHEREAS, on November 5, 2019, CITY and CONTRACTOR entered into a Services Agreement whereby CONTRACTOR would provide specialized services in relation to crossing guard services; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO SERVICES AGREEMENT:

1. Services by CONTRACTOR  
[Replace this section with the following]:

CONTRACTOR shall provide qualified individuals to provide crossing guard services pursuant to Exhibit "A", Scope of Services, attached and incorporated by reference. Each individual performing the required services under this Agreement shall be approved by CITY in advance.

3. Compensation  
[Replace the first paragraph of this section with the following]:

CITY agrees to pay CONTRACTOR at the billing rate of \$33.92 per hour, per guard. Total compensation shall not exceed Six Hundred Seventy-Six Thousand Three Hundred Sixty-Four and 80/100 Dollars (\$676,364.80).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

ALL CITY MANAGEMENT SERVICES, INC.  
("CONTRACTOR")

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

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**EXHIBIT "A-1"**  
**SCOPE OF SERVICES**

1. 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.
2. The City 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 all items of this Agreement.
3. 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.
4. In the performance of their duties the Contractor and all 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 and the City of Sunnyvale.
5. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Sunnyvale pertaining to general pedestrian safety in school crossing areas.
6. Crossing Guard Services shall be provided by the Contractor at the designated locations, at the designated times, on all days in which school is in session during the regular school year. In addition, services shall be provided at all locations which serve schools hosting Summer School Programs sanctioned by the School Districts served. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

The Contractor will notify the City and the appropriate school if any designated location will not be staffed on a day school is in session. Notification will be provided at least two hours prior to the scheduled start time.

The Contractor shall maintain a telephone system in operation at its office during regular business hours to receive compliments, concerns, or complaints from the public regarding the services provided. Contractor is responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all complaints relating to services provided. Contractor will maintain a log of all complaints, noting the name, address, and telephone number of the complaining caller, date and time that the complaint was received, identification of the employee receiving the complaint and characterization of the complaint.

The Contractor shall provide monthly reporting while school is in session regarding the coverage of all designated intersections. Reporting will also include records of any complaints and their resolution.

7. 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.

8. 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 the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event the 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 the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
9. The City agrees to pay the Contractor for services rendered pursuant to this Agreement the sum of Thirty-Three Dollars and Ninety-Two Cents **(\$33.92)** per hour, per guard during year one of the contract period.

This pricing is based upon 19,940 billing hours per school year (which consists of 19,665 hours for the regular school year and 275 summer school hours), unless Contractor fails to perform service. The Not to Exceed Price for contract year one totals: \$676,364.80.

The Contractor may exercise a price increase during the contract period as a result of any legislative mandated increases in wages or benefits for State of California employees. The Contractor shall provide the City with 60 days-notice and justification of its request to adjust pricing. The City agrees to review and respond to said notice within 30 days of service.
10. The Contractor will hire all current City of Sunnyvale Crossing Guards provided the guards meet ACMS Physical Requirements and Other Requirements as outlined in ACMS Crossing Guard Job Description incorporated below.

The Contractor agrees to employ Crossing Guards for a period not less than sixty (60) calendar days from the start of service. The Contractor retains the right to terminate employment for cause including but not limited to; Non-compliance with company policy for notice of absences /tardiness, repeated tardiness, insubordination, alcohol or drug use on duty, requested removal from duty by City of Sunnyvale or School District staff.

11. The City shall have an option to renew this contract for one (1) additional year. In the event this Agreement is extended beyond the initial term; the compensation and terms for services shall be established by mutual consent of both parties.