



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated April 2, 2024 and is between the CITY OF YORK (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 Agreement is for a term which commences on or about July 1, 2024 and ends on June 30, 2025 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 City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of York.
4. 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 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. The Contractor shall not appoint/hire any individual as a School Crossing Guard, who at a minimum:
 - a) Has ever been convicted of any offense under 24 P.S. § 111 1. (e) and any amendments thereto.
 - b) Has been named as a perpetrator of a founded report or is named as the individual responsible for injury or abuse in a founded report under Child Protective Services Law, 23 Pa, C.S.A § 6355 (b) and any amendments thereto.

- c) In addition, the City may, from time to time, by written notice to the Contractor, add additional criminal convictions and conduct which would prohibit an individual from being appointed as a School Crossing Guard.
 - d) If an appointed and employed School Crossing Guard is charged with any of the above offenses or violates the Child Protective Services Law (as set forth in 1.A here of), or is charged with any additional criminal conduct or engages in conduct, which that City has provided written notice to the Contractor, such School Crossing Guard shall be immediately removed as a School Crossing Guard.
- 8. 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.
 - 9. 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 City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
 - 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 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 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 has been given to the City.
 - 12. Contractor agrees to defend, indemnify and hold harmless the City, 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 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.

- 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 City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
13. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
14. 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 City.
15. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-eight Dollars and Fifty-three Cents (**\$28.53**) per hour, per Crossing Guard during the term. Based on a minimum of thirty-six (36) sites and upon a projected (22,680) hours of service the cost shall not exceed Six Hundred Forty-seven Thousand, Sixty Dollars (\$647,060.00) per year, unless Contractor fails to perform service.
16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. 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 City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
18. The City 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.
19. 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.

CITY

CONTRACTOR

City of York

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Michael Helfrich, Mayor

Date _____

Date _____

By _____
Signature

H. Michael Buckingham, City Controller

Date _____



ALL CITY MANAGEMENT SERVICES

February 2, 2024

Kim Robertson, Acting Business Administrator
City of York
101 S. George St.
York, PA 17401

Dear Kim,

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 for Crossing Guard Services through the 2024-2025 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce continues to transform from a traditionally older workforce to a younger workforce. The expectations of this younger workforce continues to require higher wages and in some cases more hours to sustain themselves. They often accept our position and work for days, sometimes weeks and then abruptly leave when they find higher pay. Consequently, our employee turnover rate continues to increase dramatically impacting our advertising, recruitment and training costs.

For these reasons, as well as cost increases in some segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2024-2025 fiscal year. To facilitate the calculation of the 2024-2025 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

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 Claudia Than at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

Client Worksheet 2024 - 2025

City of York
101 S. George St.
York, PA 17401

\$647,060.40