CROSSING GUARD SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF FONTANA,
THEN FONTANA UNIFIED SCHOOL DISTRICT
AND
THE ETIWANDA SCHOOL DISTRICT
FOR SERVICES PROVIDED BY

ALL CITY MANAGEMENT SERVICES

TABLE OF CONTENTS

		Page No.
1.	Term and Effective Date	1
2.	Engagement of FUSD.	1
3.	Performance by FUSD; Standard of Care	1
4.	FUSD's Responsibilities for Costs and Expenses	5
5.	Personnel	5
6.	School Crossing Guard Project Administration	5
7.	Project Managers	6
8.	Progress Reports	6
9.	Equipment	6
10.	Compensation	10
11.	Extra Work	7
12.	Additional School Crossing Guards	8
13.	Special Services.	8
14.	Insurance	8
15.	Liability	9
16.	Prohibition Against Transfer	9
17.	Resulting Services.	9
18.	Termination	9
19.	General Provisions.	10
	a. Nondiscrimination by ACMS	10
	b. Subcontractor	10
	c. Waiver	10
	d. Notices	10
	e. Authority to Enter Agreement	11
***************************************	f Severability	11

	g.	Time is of the Essence	11
	h.	Governing Law and Venue	11
	i.	Waiver	11
	j.	Days	11
	k.	Entire Agreement	11
	1.	Binding on Assigns	12
	m.	Counterparts	12
	n.	Section Headings	12
	ο.	Construction	12
	p.	Cooperation/Further Acts.	12
	q.	Incorporation of Recitals and Exhibits	12
20.	Signat	rure Page	13
Exhib	it A, Cr	ossing Guard Assignments by ACMS	
Exhib	it B, AC	CMS Agreement	

SCHOOL CROSSING GUARD SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 1st day of August, 2021 by and between the CITY OF FONTANA, a municipal corporation ("City"), the FONTANA UNIFIED SCHOOL DISTRICT ("FUSD"), the ETIWANDA SCHOOL DISTRICT ("Etiwanda"), and ALL CITY MANAGEMENT SERVICES, INC., ("ACMS"). City, FUSD, Etiwanda, and ACMS are sometimes hereinafter individually referred to as "Party" and sometimes hereinafter collectively referred to as the "Parties."

RECITALS

Beginning August 1, 2021, City and Etiwanda desire to engage FUSD to perform and continue responsibility and obligations for school crossing guard services provided to FUSD and Etiwanda students on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, City, FUSD and Etiwanda agree as follows:

1. Term and Effective Date

- A. Term: The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2022 ("Initial Term"). The Parties may mutually agree to extend this Agreement for additional one (1) year terms (an "Additional Term"), up to a maximum of five (5) Terms. The Parties must give each other written notice of intent to extend this Agreement for an Additional Term at least thirty (30) days prior to the conclusion of the Initial Term and each Additional Term, as applicable.
- B. Effective Date: This agreement shall only become effective and enforceable upon the date that this Agreement has been approved and executed by the last of the governing bodies of the Parties to execute this Agreement. Such date shall be the Effective Date.

2. Engagement of FUSD

City and Etiwanda hereby engage FUSD, subject to the terms and conditions set forth in this Agreement, to perform the services set forth in Exhibit A (the "Services") beginning August 1, 2021. FUSD agrees to perform the Services in accordance with the terms and conditions of this Agreement.

3. Performance by FUSD; Standard of Care

FUSD covenants with City and Etiwanda to furnish its best skill, judgement and efforts and to cooperate with City and Etiwanda in the performance of the Services under the specific contract management supplied by the "All City Management Services, Inc."

FUSD represents and warrants that it and all personnel engaged in performing the Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. FUSD shall perform the Services in a skillful and competent manner. FUSD shall be responsible to City and Etiwanda for any errors or omissions in the execution of its duties under this Agreement and in the performance of its duties hereunder. FUSD represents and warrants that it and all personnel engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services and that all personnel performing the Services are certified in providing First Aid and CPR. FUSD further represents and warrants that it and its personnel shall keep in effect all such certifications, licenses, permits, and other approvals during the term of this agreement.

4. FUSD's Responsibilities for Costs and Expenses

FUSD shall be responsible for all costs and expenses incurred by ACMS as listed in the separate service agreement relative to FUSD and its personnel in connection with the performance of the Services, including, without limitation, payment of salaries, benefits contributions, payroll taxes, withholding taxes and other taxes or levies, workers' compensation premiums, furnishing of equipment and office overhead expenses.

5. Personnel

FUSD agrees that the Services shall be performed by persons employed and supervised by ACMS. ACMS represents that it shall employ trained and qualified school crossing guards to perform the Services within FUSD's jurisdiction at the posts identified in Exhibit A and employ trained and qualified school crossing guards to perform the services within Etiwanda's jurisdiction at the posts identified in Exhibit A.

The Parties agree and understand that City and Etiwanda both retain FUSD as an independent contractor. FUSD shall not be deemed an employee of the City or Etiwanda. ACMS's personnel performing the services shall also not be deemed in any way to be agents or employees of City or Etiwanda but shall instead be solely agents and employees of ACMS. ACMS's personnel performing the Services shall at all times be under ACMS's exclusive direction and control. ACMS shall pay all expenses including, but not limited to salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, workers' compensation and all other amounts due such personnel or due others as result of the performance by such personnel of the services as outlined in the separate agreement between FUSD and ACMS.

6. School Crossing Guard Project Administration

ACMS shall administer the services, supervise the personnel performing the services and work closely and cooperate fully with the City's and Etiwanda's designed Project Managers (the "Project Coordinator"). City and Etiwanda shall compensate FUSD for employing the Project Administrator as set forth in Section 10; provided, however, that the compensation ratios pertaining to FUSD's employment of the Project Administrator set forth in Section 10 shall be

amended to reflect the addition of any new school crossing guard post approved by the City and Etiwanda pursuant to Section 12 of this Agreement.

7. Project Managers

City and Etiwanda shall designate and assign a project manager ("Project Manager"), who shall be available to FUSD at all reasonable times to discuss the performance of the Services or the administration of this agreement. The Project Manager shall not have the authority to authorize extra work or extra compensation under this agreement.

8. Progress Reports

FUSD shall keep City and Etiwanda's Project Managers, or their duly authorized designees informed on a regular basis of the status and progress of the Services, activities performed and planned, and meetings that have been scheduled or are desired relative to the Services or relative to this agreement.

9. Equipment

ACMS possesses the following school crossing guard equipment which they shall issue to school crossing guard personnel (collectively the "Equipment"):

- Reflective Vest
- Stop Signs
- Rain Ponchos
- Caps

10. Compensation

- a. In consideration of FUSD's performance of the Services, City and Etiwanda agree to compensate FUSD.
- b. City shall pay FUSD on a quarterly basis the sum of the following:
 - i. Fifty percent (50%) of the quarterly costs of providing school crossing guards at the posts within FUSD's jurisdiction as identified in Exhibit A; plus
 - ii. Fifty percent (50%) of the quarterly costs of providing school crossing guards at the posts within Etiwanda's jurisdiction as identified in Exhibit A.
- c. Etiwanda shall pay FUSD on a quarterly basis the sum of the following:
 - i. Fifty percent (50%) of the quarterly costs of providing school crossing guards at the posts within Etiwanda's jurisdiction as identified in Exhibit A.

- d. FUSD shall submit invoices to City and Etiwanda on a quarterly basis for the services rendered each month in the preceding quarter. FUSD's invoices shall clearly set forth the costs for the services provided each month of the preceding quarter. FUSD's invoices shall be sent to City and Etiwanda as follows:
 - (1) On or before December 10 for the services provided in August, September and October.
 - (2) On or before March 10 for the services provided in November, December and January.
 - (3) On or before June 10 for the services provided in February, March and April.
 - (4) On or before September 10 for the services provided in May, June and July.
- e. City and Etiwanda shall promptly review the invoices and notify FUSD in writing of any objections thereto. Absent FUSD's receipt of a written objection within the (10) days of receipt of the invoices by City and Etiwanda, the invoices shall be deemed proper and acceptable. City and Etiwanda shall deposit with FUSD a sum equal to the amount due under the invoice, within thirty (30) days after receiving the invoices.
- f. City and Etiwanda may withhold payment of any portion of the compensation if payment is disputed until resolution of the dispute with FUSD. Such withholding by City or Etiwanda shall not be deemed to constitute a failure to pay. FUSD shall not discontinue the performance of the Services for a period of thirty (30) days from the date compensation is withheld hereunder. FUSD shall have an immediate right to appeal to the City Council of the City or the Etiwanda Board of Education (the "Board") with respect to withheld amounts. The determination of the city Council or the Board with respect to such matters shall be final. FUSD shall be entitled to receive interest on any portions of the compensation withheld which are thereafter deemed to be properly payable to FUSD at the rate of seven percent (7%) per annum, simple interest.

11. Extra Work

FUSD shall not receive additional compensation for any extra work provided to City or Etiwanda, unless such extra work has been authorized in writing by the City's Project Manager prior to the commencement of the extra work. Extra work shall mean any work not described in Exhibit A as the Services to be provided under this Agreement.

12. Additional School Crossing Guards

FUSD shall obtain written approval from both City and Etiwanda prior to adding additional school crossing guard posts in Etiwanda's jurisdiction that are not identified in Exhibit A. FUSD shall obtain written approval from City prior to adding additional school crossing guard posts in FUSD's jurisdiction that are not identified in Exhibit A. FUSD shall not be compensated for any school crossing guard hired to provide the Services at posts not identified in Exhibit A, unless the hiring of additional school crossing guards to provide the Services at new posts has been authorized in writing as provided in this section. This section is not, however, intended to prevent FUSD from hiring new school crossing guards to fill a vacancy in a school crossing guard post or the hiring of alternate school crossing guards to serve at a post when the school crossing guard assigned to such post is unavailable.

If FUSD or Etiwanda determines that additional school crossing guards are needed to provide the services within their jurisdictions, they shall submit a written request to the City that the City's Traffic Engineer conduct an investigation of whether additional school crossing guard posts are warranted in accordance with California's applicable statutes and regulations. The Traffic Engineer's determination of whether an investigation is necessary and whether additional school crossing guard posts are warranted within City's boundaries shall be final.

If additional school crossing guard posts are approved in accordance with this section, the compensation ratios set forth in Section 10 shall be amended to reflect the addition of any new school crossing guard post approved by City and Etiwanda pursuant to this section.

13. Special Services

FUSD agrees to provide crossing guard services to City in connection with City sponsored or City promoted events ("Special Services"). City shall request such special services in writing at least fourteen (14) days in advance of the date the Special Services are needed. City's written request shall be made by City's Project Manager.

In consideration for providing Special Services, City shall compensate FUSD. FUSD shall charge the City an hourly rate for each crossing guard providing the Special Services. The hourly rates charged shall not exceed the hourly rates ACMS pays its crossing guards for providing their usual school crossing guard duties.

FUSD shall submit an invoice to City within three (3) days following the date the Special Services are provided. City shall pay FUSD within thirty (30) days of receiving FUSD's invoice, provided that City may withhold payment under the same circumstances as provided in subsection (f) of Section 10 of this agreement.

14. Insurance

Prior to the commencement of the services, FUSD shall provide to City and Etiwanda written proof satisfactory to City and Etiwanda that ACMS is fully insured for purposes of covering, without

limitation, liability claims under workers' compensation, third party liability risks, contractual liability, bodily injury, personal injury and property damage liability.

15. Liability

The parties hereto agree to share equally in one-third shares and to be held jointly liable for any damages, losses or settlement payments, occasioned by or resulting from any action, claim, demand or lawsuit to persons or property arising out of or in connection with FUSD's provision of the Services within Etiwanda's jurisdiction, provided that such action, claim, demand or lawsuit is not the result of FUSD's or its officer's, employee's or agent's sole gross negligence or willful misconduct.

If any action, claim, demand or lawsuit results from FUSD's or its officer's, employee's or agent's gross negligence or willful misconduct, FUSD shall be solely liable for any damages, losses or settlement payments occasioned or resulting from any action, claim, demand or lawsuit based upon FUSD's sole active negligence or willful misconduct and FUSD shall, indemnify, defend and hold City and Etiwanda harmless from any damages, including attorney's fees, court costs or settlements, losses or liability whatsoever arising from FUSD's or its officer's, employee's, or agent's sole active negligence or willful misconduct in connection with the provision of the services.

16. Prohibition Against Transfers

FUSD shall not assign, sublease, hypothecate, or transfer this agreement, or any interest therein, directly, or indirectly by operation of law without the prior written consent of City and Etiwanda. Any attempt to do so without the prior written consent of City and Etiwanda shall be null and void, and any assignee, subleassee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

17. Resulting Services

City and Etiwanda agree that they shall have no right to control or direct the details, manner or means by which FUSD accomplishes the results of the Services performed hereunder so long as FUSD is performing the Services in accordance with the terms and conditions of this agreement.

18. Termination

If any Party fails to perform any duties or obligations imposed on it by this agreement and said failure continues for thirty (30) days following written notification of such failure shall be deemed a material breach of this agreement and may be terminated immediately thereafter.

Any Party at any time may terminate this agreement without reason or cause upon giving ninety (90) days prior written notice to each of the other Parties of such intent to terminate. Termination of this agreement shall become effective on the 90th day following the parties' receipt of intent to terminate under this section.

19. General Provisions

A. <u>Nondiscrimination by ACMS</u>

ACMS represents and agrees that ACMS does not and will not discriminate against any employee, or applicant for race, religion, color, sex, disabling conditions, national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, recruitment, advertising, layoff, termination, and rates of pay or other forms of compensation. Under the joint agreement, ACMS further represents that its personnel while providing the Services will not discriminate against any student or person because of race, religion, color, sex, disabling conditions or national origin.

B. Subcontractor

FUSD shall subcontract all of the Services to ACMS. By this agreement, City and Etiwanda approve of the subcontractor ACMS. ACMS contract shall contain provision making them subject to all terms and conditions of this Agreement.

C. Waiver

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant of condition. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

D. Notices

All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To City:

Fontana Police Department

17005 Upland Avenue Fontana, CA 92335

To Etiwanda:

Etiwanda School District

6061 East Avenue Etiwanda, CA 91739

To FUSD:

Fontana Unified School District

9680 Citrus Avenue Fontana, CA 92335

Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile, as of the date and time sent; by messenger, as of the date

delivered; and by U.S. mail, certified, return receipt requested, as of 72 hours after deposit in the U.S. mail.

E. Authority to Enter Agreement

Each party warrants that the individuals who have signed this agreement have the legal power, right and authority to enter into this agreement so as to bind each respective party for who they sign to perform as provided herein.

F. Severability

If any portion of this agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.

G. Time is of the Essence

Time is of the essence in this agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

H. Governing Law and Venue

This agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this agreement shall be brought in the appropriate court in San Bernardino County, State of California.

I. Waiver

No waiver of any provision of this agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.

J. <u>Days</u>

Any terms in this agreement referencing time, days, or period for performance shall be deemed to be calendar days and not workdays.

K. Entire Agreement

This agreement contains the entire agreement of City, Etiwanda and FUSD and supersedes any prior or written statements of agreements between City, Etiwanda and FUSD. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by each of the parties.

L. <u>Binding on Assigns</u>

Each and all the covenants and conditions of this agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.

M. Counterparts

This agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

N. <u>Section Headings</u>

All section headings are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this agreement or of any part of parts of this agreement.

O. Construction

In all cases, the language in all parts of this agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this agreement.

P. <u>Cooperation/Further Acts</u>

The parties shall fully cooperate with one another in attaining the purposes of this agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

Q. <u>Incorporation of Recitals and Exhibits</u>

- a. The "Recitals" constitute a material part hereof and are hereby incorporated by reference herein as though fully set forth hereat.
- b. The "Exhibits" constitute a material part hereof and are hereby incorporated by reference herein as though fully set forth hereat.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, provisions set forth above as of the Effective Date.

CITY OF FONTANA A municipal corporation	FONTANA UNIFIED SCHOOL DISTRICT
Mark Denny, City Manager	Ryan DiGiulio Associate Superintendent, Business Services
William Green, Chief of Police Fontana Police Department	ETIWANDA SCHOOL DISTRICT
	Mondi M. Taylor, President Board of Education
	Shawn Judson, Ed. D.

Page 1 of 8

EXHIBIT A Client Matrix

ALL CITY MANAGEMENT SERVICES

CADLE, MARSHA L	CARRANZA, CLAUDIA	Ph: (90	Ph: (909) 767-5412	1009802 Fonta	Fontana USD - South	
		MOM	TUE	WED	THO	FRI
1 Almond Ave/Ivy (NE)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
Almond Elem	909.357.5130	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
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3 Beech/Randail (NW)			7:00 AM _ 8:00 AM	7:00 AM - 8:00 AM		
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Monday, August 23, 2021

EXHIBIT A Client Matrix

(H) ALL CITY MANAGEMENT SERVICES

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Page 3 of 8

EXHIBIT A Client Matrix

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		MON	TUE	WED	THU	FRI
14 Live Oak/Manzanita (SE) Live Oak Elem	909.357.5640	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 12:05 PM - 12:50 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM
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15 Live Oak/Randall (5W) Live Oak Elem	909.3575640	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 12:05 PM - 12:50 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM
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17 Athol/Maple (NW) Maple Elem	909.357.5670	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 11:35 AM - 12:20 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM
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19 Live Oak/Olivedale (Same Side As School) Oak Park Elem	909,357.5690	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 12:05 PM - 12:50 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM
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| | ALL CITY MANAGEMENT SERVICES

CADLE, MARSHA L	RSHA L	CARRANZA, CLAUDIA	Ph: (90	(909) 767-5412	1009802 Fonta	Fontana USD - South	
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21 Arrow/O	Arrow/Oleander (NW)	of anni anni a substantian makin menerapan penjanjanjan seman menerapan seman najajah danak dalah dalah danak menerapan najarah seman najarah	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM		
ue		909.357.5700	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM	11:45 AM - 12:45 PM	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM
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22 Oleander	Oleander/Valencia (SE)	The second secon	7:15 AM - 8:15 AM		7:15 AM - 8:15 AM		
Oleander Elem		909.357.5700	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM	11:45 AM - 12:45 PM	1:50 PM - 2:50 PM	1:50 PIM - 2:50 PIM
Fontana USD		Reg 3 Other					
23 Oleander	Oleander Ave./Orange Way		7:15 AM - 8:15 AM				1
Oleander Elem		909.357.5700	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM	11:45 AM - 12:45 PM	1:50 PM - 2:50 PM	1:50 PM - 2:50 PM
Fontana USD		Reg 3 Other					
24.1 Palmetto/Randall (NF)	y/Randall (NF)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM		•
Palmetto Elem		909.357.5710	2:05 PM ~ 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
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Palmetto Elem	(40)	909.357.5710	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
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25 Iris/Ponlar (NW)	THE (NW)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
ro	3	909.357.5720	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
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26 Arrow/N	Arrow/Maple (SW)	endere de nijor parasanten en verge de mis debanda en flesse de parasanten de manda de la companya de la compa	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	,		
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Monday, August 23, 2021

Page 5 of 8

EXHIBIT A Client Matrix

ALL CITY MANAGEMENT SERVICES

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27 Locust/Owen (SE) Porter Elem	909.357.5320	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 11:35 AM - 12:20 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM
Fontana USD	Reg 3 Other					
28 Pepper/Randall (NE)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM			7:00 AM - 8:00 AM
Pepper (Randall) Elem	909.357.5730	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM = 2:50 PM	2:05 PIM - 2:50 PIM
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29 Juniper/Randall (NW)		7:00 AM - 8:00 AM	7:00 AM _ 8:00 AM			
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31 Arrow/Redwood (NW)		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
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32 Arrow/S. Tamarind (SW)			7:30 AM - 8:30 AM		1	
S Tamarind Elem	909357.5760	2:35 PM - 3:20 PM	2:35 PM - 3:20 PM	12:05 PM - 12:50 PM	2:35 PM - 3:20 PM	2:35 PM - 3:20 PM
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33 Arrow/Tamarind (SE)		7:30 AM - 8:30 AM	7:30 AM _ 8:30 AM		1	
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| ALL CITY MANAGEMENT SERVICES

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Od Alder/Odress (NG)	TO THE RESERVE OF THE PROPERTY	employed characteristics of the control of the cont	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
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West Randall Elem	wa	909.357.5730	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM	12:35 PM - 1:20 PM	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM
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Page 7 of 8

EXHIBIT A Client Matrix

ALL CITY MANAGEMENT SERVICES

CADLE, MARSHA L							
CARRANZA, CLAUDIA	Reg Other						
Ph: (90 MON							
Ph: (909) 767-5412							
1009802 WED							
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ALL CITY MANAGEMENT SERVICES

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CARRANZA, CLAUDIA		Other	Other	Other	
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CADLE, MARSHA L					Carried Control of the Control of th

Page 1 of 7

EXHIBIT A Client Matrix

INTER ALL CITY MANAGEMENT SERVICES

JACKSON, MICHELLE	CARRANZA, CLAUDIA	Ph: (90	(909) 202-0829	1009801 Font	Fontana USD - North	
		MOM	TUE	WED	THU	FRI
1 East Constitution/W. of Peters Mid Blk		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM			
ast H	909.823.5696	1:00 PM - 1:45 PM	2:30 PM + 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
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2 East Constitution/East of Peters Mid Blk		7:30 AM - 8:30 AM 1:00 PM - 1:45 PM	7:30 AM - 8:30 AM 2:30 PM - 3:15 PM	7:30 AM - 8:30 AM 2:30 PM - 3:15 PM	7:30 AM - 8:30 AM 2:30 PM - 3:15 PM	7:30 AM - 8:30 AM 2:30 PM - 3:15 PM
East Heritage Elem	909.823.5696					
3 Raceline / Cherry (SF)	,	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM			
ast H	909.823.5696	1:00 PM - 1:45 PM	2:30 PM - 3:15 PM			
Etiwanda SD	Reg 3 Other					
4 S.Heritage/E. Grand (SW)		7:15 AM - 8:15 AM	7:15 AM - 8:15 AM			
Heritage Mid	909.357.1345	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM			
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5 S.Heritage/W. Grand (SE)	ander de de de de de des de des des des des d	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM			
erita	909.357.1345	2:15 PM - 3:00 PM	2:15 PM - 3:00 PM			
Etiwanda SD	Reg 3 Other					
6 Bridlepath/Oxer (NW)		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM			
) Buc	909.463.1626	1:00 PM - 1:45 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30.PM + 3:15.PM
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7 Bridlepath/Cherry (SE)		7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	8:30 AM	7:30 AM	,
Long (Daivd W) Elem	909.463.1626	1:00 PM - 1:45 PM	∵ 2:30 PM ⇒ 3:15 PM	2:30 PM ु 3:15 PM ∘	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
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ALL CITY MANAGEMENT SERVICES

JACKSON, MICHELLE	VIICHELLE	CARRANZA, CLAUDIA	Ph: (90	Ph: (909) 202-0829	1009801 Font	Fontana USD - North	
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8 Cherry/	Cherry/Flox Ridge (NE)	aprilio de la maio destalación de companya de managen de managen de managen properties de managen de managen d La companya de la companya de managen de ma	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM		ı
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ori.	Lucero) Elem	909.357.8691	1:00 PM - 1:45 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
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11 W.Cons	W. Constitution Way / E. of Brandon Cr-W-exit Gate	exit Gate	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM	ı
sst	Elem	909.899.1199	1:00 PM - 1:45 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
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12 Muir/W	Muic/W Coostitution(SW)	and the control of th	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM	7:20 AM - 8:20 AM
st	. Elem	909.899.1199	1:00 PM - 1:45 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM	2:30 PM - 3:15 PM
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Monday, August 23, 2021

Page 3 of 7

EXHIBIT A Client Matrix

ALL CITY MANAGEMENT SERVICES

JACKSON, MICHELLE	CARRANZA, CLAUDIA	Ph: (90	Ph: (909) 202-0829	1009801 Fonta	Fontana USD - North	
		MOM	TUE	WED	THU	FRI
14 Almeria/Miller (SE) Almeria Middle	909.357.5350	7:15 AM + 8:15 AM 2:25 PM - 3:10 PM	7:15 AM - 8:15 AM 2:25 PM - 3:10 PM	7:15 AM - 8:15 AM 12:45 PM - 1:30 PM	7:15 AM - 8:15 AM 2:25 PM - 3:10 PM	7:15 AM - 8:15 AM 2:25 PM - 3:10 PM
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15 Cypress/Jackson (SE) Binks (Kathy) Elem	909.357.5030	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 11:35 AM - 12:20 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM
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16 Almeria/Virginia (SW) Grant Elem	909.357.5540	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 12:05 PM - 12:50 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM
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17 Riley/Virginia (SE) Grant Elem Fontana USD	909.357.5540 Reg 3 Other	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 12:05 PM - 12:50 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM	7:30 AM - 8:30 AM 2:35 PM - 3:20 PM
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18 Narcissus/Plumaria (SW) Hemlock Elem Fontana USD	909.3575470 Reg 3 Other	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:05 PM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 11:35 AM - 12:20 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM
19 Juniper/Miller (SE) Juniper Elem Fontana USD	909.357.5480 Reg 3 Other	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 11:35 AM - 12:20 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM
20 Mango/Wabash (SW) Mango Elem	909.357.5660 Rep. 3. Other	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM - 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 11:35 AM - 12:20 PM	7:00 AM - 8:00 AM - 2:05 PM - 2:50 PM	7:00 AM - 8:00 AM 2:05 PM - 2:50 PM
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ALL CITY MANAGEMENT SERVICES

JACKSON, MICHELLE	AICHELLE	CARRANZA, CLAUDIA	Ph: (90	(909) 202-0829	1009801 Fonta	Fontana USD - North	
			MOM	TUE	WED	THU	FRI
7. Mango/I	Mango/Miller (SM)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
ngo		909.357.5660	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
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ä	em	909.357.5680	2:35 PM - 3:20 PM	2:35 PM - 3:20 PM	12:05 PM - 12:50 PM	2:35 PM - 3:20 PM	2:35 PM - 3:20 PM
Fontana USD		Reg 3 Other					
23 Alder/M	Alder/Mc Wethy (NW)		,	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM	7:25 AM - 8:25 AM
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Primrose (Virginia) Elem	inia) Elem	909.357.5790	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM	12:35 PM - 1:20 PM	3:05 PM - 3:50 PM	3:05 FIM - 3:50 FIM
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75 luniner/	Inniner/Walnut (NW)	AND LABORITOR OF THE CONTROLLED C	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM	7:15 AM - 8:15 AM		
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Ţ,	Ę	909.357.5270	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM	12:35 PM - 1:20 PM	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM
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Monday, August 23, 2021

Page 5 of 7

EXHIBIT A Client Matrix

MINE ALL CITY MANAGEMENT SERVICES

JACKSON, MICHELLE	CARRANZA, CLAUDIA	Ph: (90	Ph: (909) 202-0829	1009801 Font	Fontana USD - North	
		MON	TUE	WED	THU	FRI
28 Citrus/Malago (SW)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
ģ	909.357.5770	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
Fontana USD	Reg 3 Other					
29 Miller/Tokay (NW)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
à	909.357.5770.	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
Fontana USD	Reg 3 Other					
30 Miller/Citrus (SW)					ŀ	
Tokay Elem	909,357.5770	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
Fontana USD	Reg 3 Other					
31 Emanuelli/Locust (NE)		7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM	7:00 AM - 8:00 AM
ust	909.357.5650	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
Fontana USD	Reg 3 Other					
32 Miller/Tamarind (SE)		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
E S	909.357.5680	2:35 PM - 3:20 PM	2:35 PM - 3:20 PM	12:05 PM - 12:50 PM	2:35 PM - 3:20 PM	2:35 PM - 3:20 PM
Fontana USD	Reg 3 Other					
33 Augusta/Pinehurst (NE)		8:00 AM - 9:00 AM	8:00 AM - 9:00 AM	8:00 AM - 9:00 AM	8:00 AM - 9:00 AM	8:00 AM - 9:00 AM
Sierra Lake Elem	909.357.5270	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM	12:35 PM - 1:20 PM	3:05 PM - 3:50 PM	3:05 PM - 3:50 PM
Fontana USD	Reg 3 Other					
34 Juniper / Ramona			7:00 AM - 8:00 AM	7:00 AM - 8:00 AM		1
Juniper Elem	909.357.5480	2:05 PM - 2:50 PM	2:05 PM 2 2:50 PM	11:35 AM - 12:20 PM	2:05 PM - 2:50 PM	2:05 PM - 2:50 PM
Fontana USD	Reg 3 Other					
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CARRANZA, CLAUDIA			Reg Other
JACKSON, MICHELLE			

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AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July 30, 2021 and is between the FONTANA 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 August 1, 2021 and ends on June 30, 2022 (the initial term). The District may renew this Agreement as provided in Section 17 below, and the parties may renew and extend the Agreement thereafter as they may agree.
- 2. The Contractor will provide sufficient personnel to meet the District's Crossing Guard requirements during the term of this agreement and any renewals and extensions thereof. Said personnel shall be equipped and trained as provided in the contract documents. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards 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 Fontana 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 direction from the District.
- 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 the Contract Documents and all applicable laws of the state in which Services are to be performed.
- 7. Persons provided by the Contractor as Crossing Guards shall be trained by Contractor 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 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) Contractor will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) 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.
 - d) 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.

- e) 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).
- f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 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 without the express consent of District.
- 14. The Fontana Unified School District agrees to pay the Contractor for the Services rendered pursuant to the Contracts Documents the sum of Twenty-three Dollars and Thirty-one Cents (\$23.31) per hour for the initial term of the contract. The Contractor has based pricing upon 73 total Crossing Guards with a maximum of 39,420 hours of billable services. Based upon the total of 39,420 hours, which are billed every two weeks (180 school days), the estimated total amount of \$918,881.00. The District shall reserve the right to increase and/or decrease locations/hours dependent on District needs during the contract period.
- 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 will have the option to renew this Agreement following the initial term. In the event this Agreement is extended beyond the end of the initial term, the compensation shall be as provided as agreed by Amendment executed by 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.

- 19. Governing Law: The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in San Bernardino County, California.
- 20. School Site Notification: CONSULTANT agrees that it will notify the DISTRICT, in writing, at least five (5) business days before CONSULTANT makes any changes to crossing guard services provided by CONSULTANT at any designated location. CONSULTANT further agrees that in the event CONSULTANT fails to adhere to this provision, CONSULTANT will be solely responsible for any injury of any kind as a result of the absence of a crossing guard at a designated location during the times required by this Agreement. CONSULTANT further agrees it will indemnify and defend the DISTRICT, consistent with Paragraph 14 herein, for failure to give proper notice to the District, leading to lack of crossing guard services at a designated location.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

FONTANA UNIFIED SCHOOL DISTRICT	ALL CITY MANAGEMENT SERVICES
BySignature	By
Ryan DiGiulio, Associate Superintendent, Busin	ness Services
Date 7/30/21	8/11/21