

**Fourth Amendment to Agreement between  
All City Management Services, Inc. and the City of Pomona  
for Providing School Crossing Guard Services**

This Fourth Amendment to the AGREEMENT is entered into between **City of Pomona** (the “CITY”) and **All City Management Services, Inc. (“CONTRACTOR”)**, located at 10440 Pioneer Blvd Ste. 5, Santa Fe Springs, CA 90670. The CITY and CONTRACTOR are referred to hereinafter as the Parties.

**RECITALS**

WHEREAS, the CITY entered into an AGREEMENT with CONTRACTOR for an initial term of three (3) years, with two, one-year extension options, under which CONTRACTOR provides crossing guard services as required by the CITY;

WHEREAS, the term of current AGREEMENT for crossing guard services expires January 10, 2019; and

WHEREAS, the CITY and CONTRACTOR desire to enter into a month-to-month extension of the current AGREEMENT effective January 11, 2019 on the following terms:

1.     **Item #1**           The City and the Contractor agree to extend the term of this Agreement effective January 11, 2019 on a month to month basis.
2.     **Item #3A**        The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Twenty-eight Dollars and Nine Cents (\$28.09) per hour of Crossing Guard services provided.
3.     **Item #5A**        The City and the Contractor agree to add one (1) additional site to be billed two (2.0) hours per day. Unless otherwise indicated in writing by City, the Contractor shall provide properly-trained Crossing Guards for twenty-three (23) locations on all days when school is in session.
4.     **Item #8**           Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all 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 caused by the negligent act or omission, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees, but only to the extent that such negligent act or omission or willful misconduct is adjudicated to be the cause of the harm.
  - a) Contractor will pay all costs and expenses including attorney’s fees incurred in connections herewith.

- b) If the City, or any of 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 connections with the negligence or willful misconduct of Contractor hereunder, Contractor shall pay the costs and expenses incurred by the City, its officers, agents or employees in such actions 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. The parties intend for this indemnity provision to be one of purely comparative negligence.
- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City 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 \$9,000,000 (Nine Million Dollars).

Except as provided for in Item #1, Item #3A, Item and #5A and Item#8—all other terms and conditions of the original Agreement and Amendments thereto between the CITY and CONTRACTOR remain in effect.

**City of Pomona**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Linda Lowry, City Manager

By \_\_\_\_\_  
Demetra Farwell, Corporate Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_

City Attorney