

CC 06-18-2024

#6

Approve a first  
amendment with All City  
Management, Inc

Desk Item



## PUBLIC WORKS DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333  
CUPERTINO.ORG

### CITY COUNCIL STAFF REPORT DESK ITEM

Meeting: June 18, 2024

#### Agenda Item #6

##### Subject

Approve a first amendment with All City Management Services, Inc. to provide crossing guard services, for a total not to exceed amount of \$1,688,800 extending the agreement date to June 30, 2026, and approve a budget modification in the amount of \$78,707.

##### Recommended Action

1. Authorize the City Manager to execute a First Amendment with All City Management Services, Inc. (ACMS) to continue to provide Crossing Guard Services, increasing the contract amount by \$785,000 for a total not to exceed amount of \$1,688,800 and extending the agreement date to June 30, 2026.
2. Adopt Resolution No. 24-XXX approving budget modification #2324-304 and a budget adjustment in the amount of \$78,707 in the General Fund for Fiscal Year 2024-2025 crossing guard services (100-88-846 700-709).

##### Background:

Resubmitting attachment "A – Draft Amendment 1" which had exhibits omitted from original packet submittal. See revised submitted attachment A, now called "C – Draft Amendment 1 Revised" below.

##### Attachments Provided with Original Staff Report:

- A. *Draft Amendment 1*
- B. *Draft Resolution*

##### Attachments Provided with Supplemental 1:

- C. *Draft Amendment 1 Revised*

**FIRST AMENDMENT TO AGREEMENT 311 BETWEEN**  
**THE CITY OF CUPERTINO AND ALL CITY**  
**MANAGEMENT SERVICES FOR CROSSING GUARD**  
**SERVICES AT VARIOUS SCHOOL LOCATIONS IN**  
**CUPERTINO**

This First Amendment to Agreement 311 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and All City Management Services, a Corporation ("Contractor") whose address is PO Box 847436, Los Angeles, CA 90084-7436, and is made with reference to the following:

RECITALS:

A. On August 05, 2021 Agreement 311 ("Agreement") was entered into by and between City and Contractor for Crossing Guard Services at Various School Locations in Cupertino.

B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2. of the Agreement is modified to read as follows: **Services**  
Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A-1. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

Exhibit A of the Agreement is replaced with a new Exhibit A-1 attached hereto.

2. Paragraph 3.1 of the Agreement is modified to read as follows: **Time of Performance**  
This Agreement begins on the Effective Date and ends on June 30, 2026, with the option to renew for two additional years ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on the start of Fall 2024 school semester and shall be completed by the conclusion of the 2026 school session, with the option to renew two years thereafter. The City's appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.
3. Paragraph 3.2 of the Agreement is modified to read as follows: **Schedule of Performance**  
Contractor must deliver the Services in accordance with the Schedule of Performance.

Exhibit B of the Agreement is replaced with a new Exhibit B-1 attached hereto.

Paragraph 4.1 of the Agreement is modified to read as follows: **Maximum Compensation**  
City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$1,688,879.04 (“Contract Price”), based upon the scope of services in Exhibit A-1 and the budget and rates included in Exhibit C-1, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

Exhibit C of the Agreement is replaced with a new Exhibit C-1 attached hereto.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.


CITY OF CUPERTINO

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ALL CITY MANAGEMENT SERVICES

By  \_\_\_\_\_

Title Secretary \_\_\_\_\_

Date Jun 18, 2024 \_\_\_\_\_

APPROVED AS TO FORM

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

ATTEST:

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

Date \_\_\_\_\_

**EXPENDITURE DISTRIBUTION**

Item	PO Number	Amount
Original Agreement	2022-140	\$903,879.04
Amendment 1	2022-140	\$785,000.00
Total		\$1,688,879.04

## ACMS Scope of Services

1. All City Management Services, Inc. will handle the Crossing Guard services for the City of Cupertino for two years, consisting of the 2024/2025 and 2025/2026 school sessions beginning on or around August, 2024 and ending on or around June, 2026.
2. ACMS will provide sixteen (16) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of Cupertino.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by City of Cupertino and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, a felony for violent crimes, or a felony for crimes against children. ACMS understands no one registered as a sex offender or narcotics offender will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards.
6. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
7. ACMS understands that all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorists and themselves while serving as Crossing Guards. After completion of training ACMS will provide the City of Cupertino certificates of training that are signed and dated by the employee that received training and signed by the ACMS designated Trainer.
8. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

9. ACMS 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.
10. ACMS 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.
11. ACMS shall monitor, supervise, and assure the safety of all school children who utilize intersections and crosswalks while moving to and from school zones.
12. ACMS Crossing Guards will report to the Police Department the license plate numbers of motor vehicles who violate traffic laws or Crossing Guard instructions.
13. ACMS shall establish a liaison with the school district(s) to monitor changes in school schedules.
14. ACMS 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. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
15. ACMS shall one month prior to the start of the school year and each school year thereafter coordinate with the City's Safe Routes to School Coordinator to determine whether there are any changes to the bell schedules for any of the schools served under this contract.

## **Crossing Guard Fee Schedule**

Year 1 – July 1, 2024 – June 30, 2025

**Hourly billing rate: \$38.95 per hour, per Crossing Guard**

**NTE \$380,000.00**

Per California State Labor Law pertaining to Split Shift Differential, an additional one hour of compensation will be provided per guard, per day.

Guards will receive minimum 3.0 hour billing per day, inclusive of the additional one hour split shift compensation.

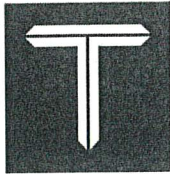
Year 2 – July 1, 2025 – June 30, 2026

**Hourly billing rate: \$41.45 per hour, per Crossing Guard**

**NTE \$405,000.00**

Per California State Labor Law pertaining to Split Shift Differential, an additional one hour of compensation will be provided per guard, per day.

Guards will receive minimum 3.0 hour billing per day, inclusive of the additional one hour split shift compensation.



**TYSERS**

71 Fenchurch Street  
London  
EC3M 4BS

Telephone: +44 (0)20 3037 8000  
Fax: +44 (0)20 3037 8010  
www.tysers.com

**CLAIMS MADE SEXUAL MISCONDUCT AND MOLESTATION INSURANCE**

**Form:** Tysers SafeGuard 2021 - primary

**Policy Number:** MR234153

**Unique Market Reference:** B0572MR234153

**Renewal of:** MR224153

**Named Insured:** City of Cupertino – Parks and Recreation Department,  
Public Works Department

**Principal Address:** 10300 Torre Avenue, Cupertino, CA 95014

**Policy Period:** From: 1<sup>st</sup> July 2023 To: 1<sup>st</sup> July 2024  
Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

**Limit of Liability:**

- a) USD 5,000,000 in the aggregate during the **policy period** for all **claims** brought by or on behalf of each **victim**, and
- b) USD 5,000,000 in the aggregate during the **policy period** for all **claims** brought by or on behalf of all **victims**  
and separately:
- c) USD 75,000 in the aggregate during the **policy period** for all **safeguard costs** resulting from all **circumstances**

Such Limit of Liability shall be in addition to the overall Limit of Liability stated in a) and b) above.

**Retention:**

USD 35,000 any one Victim

**Optional Extension Period:** 12 months Additional premium of 100% of the annual premium plus applicable taxes, provided no **claims** and/or **circumstances** have been reported to the **insurance company**.

In the event any **claims** and/or **circumstances** have been reported to the **insurance company**, the additional premium for the 12 month **optional extension period** will be determined by the **insurance company** at the time this Policy is not renewed or replaced by the **insurance company**



**Premium:**

USD 34,650 to be paid within 25 days of attachment

**Notification pursuant to Clause IX. shall be given to:**

Beazley Group  
Attn: Claims Group  
30 Batterson Park Road  
Farmington, CT 06032  
[claims@beazley.com](mailto:claims@beazley.com)

or

**Other Notices:**

To report a **circumstance** under the Safeguard Additional Coverage,  
Call +1 844 285 4700 where a service representative will be available 24 hours a day,  
seven days a week

**Retroactive Date:**

1<sup>st</sup> July 2018

**Pending or Prior Litigation Date:**

1<sup>st</sup> July 2018

**Service of Suit:**

Service of process in any suit shall be made upon:  
Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue, East Tower, 25th Floor  
New York, NY 10017

**Governing Law:**

New York

**Conditions:**

Application Dated: 26<sup>th</sup> June 2023  
[California Surplus Lines Notice](#)  
[California Complaints Notice](#)  
[Small Additional or Return Premiums Clause - NMA 1168](#)  
[Nuclear Incident Exclusion Clause-Liability-Direct - NMA 1256](#)  
[Radioactive Contamination Exclusion Clause-Liability - NMA 1477](#)  
[War and Terrorism Exclusion - NMA 2918](#)  
US Terrorism Risk Insurance Act of 2002 as amended New & Renewal  
Business Endorsement - [LMA5389](#)  
Several Liability Notice - [LMA5096](#)  
Sanctions Limits Clause - [LMA 3100](#)  
[Tysers SafeGuard 2021 - Risk Management & Response Solutions](#)  
[Cyber Acts Clarification](#)

**U.S Classification:**

Surplus Lines Broker and State filed in: Risk Placement Services, 2850 Golf Road,  
Rolling Meadows, IL 60008  
License Number: 0C66724

**State of Filing:** CA

**Brokerage:** 20% or same net equivalent downwards, plus taxes as applicable

**Information:** Employees – 235 Contractors – 90  
Exposure Units – 70,000  
Nature of Business – Municipality

**Underwriting**

**Security:** 100% Lloyd's (Information About Lloyd's)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Florence Harrison State Farm Agency License # 0F73725 227 S La Brea Ave. Inglewood CA 90301	<b>CONTACT NAME:</b> Jessica Guzman <b>PHONE (A/C, No, Ext):</b> 310-330-8220 <b>E-MAIL ADDRESS:</b> Jessica.guzman.fxpx@statefarm.com	<b>FAX (A/C, No):</b> 310-330-8220
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All City Management Services, INC.  10440 Pioneer Blvd. Ste 5 Santa Fe Springs CA 90670	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company	<input checked="" type="checkbox"/>
	<b>INSURER B:</b>	<input checked="" type="checkbox"/>
	<b>INSURER C:</b>	<input checked="" type="checkbox"/>
	<b>INSURER D:</b>	<input checked="" type="checkbox"/>
	<b>INSURER E:</b>	<input checked="" type="checkbox"/>
	<b>INSURER F:</b>	<input checked="" type="checkbox"/>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			642 2191-B01-75B	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

City of Cupertino  10300 Torre Ave. Cupertino CA 95014-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Completed by State Farm Underwriting Operations. If signature is required, please refer to contact name above.</b>
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StateFarm STATE FARM®



PO Box 2368  
Bloomington IL 61702-2368

DATE OF NOTICE: MAY 16 2024  
CODE:

AT1 23 55A A

002318 0093  
CITY OF CUPERTINO  
10300 TORRE AVE  
CUPERTINO CA 95014-3255

NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.



0101-ST-0000

**ADDITIONAL INSURED'S NOTICE OF COVERAGE**

State Farm Mutual Automobile Insurance Company

0825-FB07-A

**NAMED INSURED:**  
ALL CITY MANAGEMENT SERVICES,  
INC  
10440 PIONEER BLVD STE 5  
SANTA FE SPGS CA 90670-8238

**POLICY NO:** 642 2191-B01-75E  
**YR/MAKE/MODEL:** NONOWNED AUTO  
**VIN/CAMPER:**  
**AGENT NAME:** FLORENCE HARRISON  
**AGENT PHONE:** (310)330-8220  
**ENDORSEMENT NO:** 6028BU  
6164DP 6165CS

**COVERAGE:**  
BI AND PD LIABILITY  
\$ 1 MIL /\$ 1 MIL /\$ 1 MIL  
\$500 DED. COMP/COLL.

**POLICY EFFECTIVE**  
MAY 09 2024 UNTIL TERMINATED

**POLICY MESSAGES:** This policy shown above supersedes policy# 6422191-75D.  
The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

121000.8 (01a0821f) 06-06-2014

State Farm Mutual Automobile Insurance Company

PO Box 2368  
Bloomington IL 61702-2368

02846-1-A MATCH 01276 MUTL VOL

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED 01276 75-0825-1 A A

001276 0058  
ALL CITY MANAGEMENT SERVICES,  
INC  
10440 PIONEER BLVD STE 5  
SANTA FE SPGS CA 90670-8238

POLICY NUMBER 642 2191-B01-75E  
POLICY PERIOD MAY 09 2024 to AUG 01 2024  
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER  
1348465123

AGENT  
FLORENCE HARRISON  
227 S LA BREA AVE  
INGLEWOOD, CA 90301-2317



PHONE: (310)330-8220

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSE D.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
	NONOWNED		AUTO		6700DQ00

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$180.57
L	Physical Damage Coverage - \$500 Deductible	\$114.00
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$13.95
<b>Total premium for MAY 09 2024 to AUG 01 2024.</b>		<b>\$308.52 This is not a bill.</b>

IMPORTANT MESSAGES

IMPORTANT NOTICE

For your protection California law requires the following to appear with this policy: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Replaced policy number 6422191-75D.

Notice of insurance information collection practices - personal, family, or household insurance transactions:

We may collect customer information from persons other than the individual or individuals applying for coverage. Such customer information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law.

You have the right to submit a written request to access, correct, amend, or delete your personal information and the right to receive a response within 30 days of submitting your request. If we deny your request, you have the right to file a statement with us containing the information you feel is accurate and fair along with the reasons you disagree with our denial. Instructions on how to file such request and our full privacy notice can be found [www.statefarm.com/customer-care/privacy-security/privacy](http://www.statefarm.com/customer-care/privacy-security/privacy) or contact your State Farm Agent.

Your total renewal premium for AUG 01 2023 to AUG 01 2024 is \$1,353.20.

Location used to determine rate charged-10440 PIONEER BLVD STE 5, SANTA FE SPGS CA 90670.

CONTINUED

See Reverse Side

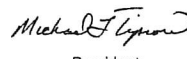
This policy is issued by State Farm Mutual Automobile Insurance Company.

### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

#### IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm<sup>®</sup> Executive Customer Service  
PO Box 2320  
Bloomington IL 61702  
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013  
Phone # 1-800-927-HELP (4357) or visit [www.insurance.ca.gov/01-consumers](http://www.insurance.ca.gov/01-consumers)

#### NOTICE

We are required to furnish you with the following information:

1. An automobile liability insurance company may cancel a policy before the end of the current policy period for reasons described in the provision titled **Cancellation** which is located in the **General Terms** section of your policy (refer to the Contents in the beginning of your policy for the page number).
2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
  - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
  - b. A change in, or an addition of, an insured vehicle.
  - c. A change in, or addition of, an insured under the policy.
  - d. A change in the location of garaging of an insured vehicle.
  - e. A change in the use of the insured vehicle.
  - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
  - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.

PO Box 2368  
Bloomington IL 61702-2368

DECLARATIONS PAGE

PAGE 2 OF 2

01276

75-0825-1 A A

NAMED INSURED 001276 0058  
ALL CITY MANAGEMENT SERVICES,  
INC  
10440 PIONEER BLVD STE 5  
SANTA FE SPGS CA 90670-8238

POLICY NUMBER 642 2191-B01-75E  
POLICY PERIOD MAY 09 2024 to AUG 01 2024  
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER  
1348465123



ST-457-J  
0206-C282

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -  
FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU  
WITH ANY SUBSEQUENT RENEWAL NOTICE.  
01 6028BU ADDITIONAL INSURED-GRAND PRAIRIE, 300 W MAIN ST, GRAND PRAIRIE TX  
75050-5621.  
02 6028BU ADDITIONAL INSURED-CITY OF WAUSAU, 407 GRANT ST, WAUSAU WI  
54403-4737.  
03 6028BU ADDITIONAL INSURED-CITY OF SOLANA BEACH, 635 S HIGHWAY 101,  
SOLANA BEACH CA 92075-2297.  
04 6028BU ADDITIONAL INSURED-CITY OF COLLEGE STATION ATTN; RISK MANAGEMENT,  
PO BOX 9960 COLLEGE STA TX 77842-7960.  
05 6028BU ADDITIONAL INSURED-CITY OF CUPERTINO, 10300 TORRE AVE, CUPERTINO  
CA 95014-3255.  
6030GF BUSINESS NAMED INSURED.  
6031DD ANNUAL POLICY PERIOD.  
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.  
6128AC AMENDATORY ENDORSEMENT -EXPIRES AUG 01 2024.  
6129J AMENDATORY ENDORSEMENT -EFF AUG 01 2024.  
6164DP HIRED CAR LIABILITY COVERAGE.  
6165CS EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE.  
6166AM HIRED CAR-COMPREHENSIVE COVERAGE AND COLLISION COVERAGE \$100,000  
LIMIT; \$500 DEDUCTIBLE.

Agent: FLORENCE HARRISON

Telephone: (310)330-8220

Prepared MAY 16 2024 0825-B07

This policy is issued by State Farm Mutual Automobile Insurance Company.

### MUTUAL CONDITIONS

- 1. Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability.** This policy is non-assessable.
- 3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

#### IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service  
PO Box 2320  
Bloomington IL 61702  
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013  
Phone # 1-800-927-HELP (4357) or visit [www.insurance.ca.gov/01-consumers](http://www.insurance.ca.gov/01-consumers)

#### NOTICE

We are required to furnish you with the following information:

1. An automobile liability insurance company may cancel a policy before the end of the current policy period for reasons described in the provision titled **Cancellation** which is located in the **General Terms** section of your policy (refer to the Contents in the beginning of your policy for the page number).
2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
  - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
  - b. A change in, or an addition of, an insured vehicle.
  - c. A change in, or addition of, an insured under the policy.
  - d. A change in the location of garaging of an insured vehicle.
  - e. A change in the use of the insured vehicle.
  - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
  - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.



**6030GF BUSINESS NAMED INSURED**

This endorsement is a part of the policy. **Because of the type of named insured shown on the Declarations Page of this policy and the changes made below, all references to *resident relatives* and *non-owned cars* in the policy are deleted.** Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

**1. DEFINITIONS**

*You* or *Your* is changed to read:

*You* or *Your* means the named insured or named insureds shown on the Declarations Page.

**2. LIABILITY COVERAGE**

**a. Additional Definition**

*Insured* is changed to read:

*Insured* means:

1. *you* for:

a. the ownership, maintenance, or use of:

- (1) *your car*;
- (2) a *newly acquired car*, or
- (3) a *trailer*; and

b. the maintenance or use of a *temporary substitute car*;

2. any *person* for his or her use of:

- a. *your car*;
- b. a *newly acquired car*;
- c. a *temporary substitute car*, or
- d. a *trailer* while attached to a *car* described in a., b., or c. above.

Such vehicle must be used with *your* permission, express or implied, and within the scope of that permission; and

3. any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined in 1. or 2. above, but only for such vicarious liability. This provision applies only if the vehicle is:

- a. neither *owned by*, nor hired by, that other *person* or organization; and
- b. neither available for, nor being used for, carrying *persons* for a charge.

*Insured* does not include the United States of America or any of its agencies.

**b. Exclusions**

(1) Exclusion 5. is changed to read:

FOR *BODILY INJURY* TO THAT *INSURED'S* FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;

(2) Exclusion 7. is changed to read:

WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED'S* EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A *CAR BUSINESS*. This exclusion does not apply to:

- a. *you*; or

b. any of *your* agents, employees, or business partners

while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*;

(3) The following exclusion is added:

THERE IS NO COVERAGE FOR AN *INSURED* FOR DAMAGES RESULTING FROM:

1. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE *INSURED* FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE *INSURED* IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;

2. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN 1. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE *INSURED*; OR

3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.

**3. MEDICAL PAYMENTS COVERAGE**

**a. Additional Definitions**

*Insured* is changed to read:

*Insured* means any *person* while occupying:

- 1. *your car*;
- 2. a *newly acquired car*;
- 3. a *temporary substitute car*; or
- 4. a *trailer* while attached to a *car* described in 1., 2., or 3. above.

Such vehicle must be used within the scope of *your* consent.

**b. Exclusions**

(1) Exclusion 1. is deleted.

(2) Exclusion 4. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING* A VEHICLE WHILE IT IS:

- a. MADE AVAILABLE; OR
- b. BEING USED TO CARRY *PERSONS* FOR A CHARGE;

(3) Exclusion 5. is changed to read:

WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED'S* EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A *CAR BUSINESS*. This exclusion does not apply to any of *your*:

- a. agents;
- b. employees; or
- c. business partners

while maintaining or using *your car*, a *newly acquired car*, a



*temporary substitute car*, or a *trailer owned by you*;

(4) Exclusions 7. and 9. are deleted.

#### 4. UNINSURED MOTOR VEHICLE COVERAGE

##### a. Additional Definitions

*Insured* is changed to read:

*Insured* means:

1. any *person* while *occupying*:
  - a. *your car*;
  - b. a *newly acquired car*; or
  - c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* consent. Such *person occupying* a public or livery conveyance is not an *insured*; and

2. *you* or any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* defined in item 1. above.

##### b. Exclusions

Exclusion 2. is deleted.

#### 5. PHYSICAL DAMAGE COVERAGES

##### Additional Definitions

a. *Covered Vehicle* is changed to read:

*Covered Vehicle* means:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*; and
4. a camper that is designed to be mounted on a pickup truck and is shown on the Declarations Page;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of campers must be securely fixed as a permanent part of the camper.

b. *Insured* is changed to read:

*Insured* means *you*.

#### 6031DD ANNUAL POLICY PERIOD

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

#### GENERAL TERMS

*When Coverage Applies* is changed to read:

The coverages provided by this policy are shown on the Declarations Page and apply to accidents and *losses* that occur during the policy period. The policy period is shown on the Declarations Page and is for successive periods of twelve months each for which the renewal premium is paid. The policy period begins and ends at 12:01 AM Standard Time at the address shown on the Declarations Page.

**6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING**

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

**1. LIABILITY COVERAGE**

**a. Exclusions**

Exclusion 15. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* FOR THE OWNERSHIP, MAINTENANCE, OR USE OF *YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*. This exclusion does not apply to *you* and *resident relatives* when, and only if, the full amount of all available limits of all other liability bonds, policies, and self-insurance plans that apply have been used up by payment of judgments or settlements, or have been offered in writing.

**b. If Other Liability Coverage Applies**

The first paragraph of item 2. is changed to read:

The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of *your car* or a *trailer* attached to it, except while *your car* or a *trailer* attached to it is used in *personal vehicle sharing*. The Liability Coverage provided by this policy applies as excess coverage for the ownership, maintenance, or use of *your car* or a *trailer* attached to it while *your car* or a *trailer* attached to it is used in *personal vehicle sharing*.

**2. MEDICAL PAYMENTS COVERAGE**

**a. Exclusions**

(1) Exclusion 3. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING* A VEHICLE WHILE IT IS RENTED OR LEASED TO OTHERS BY AN *INSURED*. This exclusion does not apply to *you* and *resident relatives* while *occupying your car* or a *newly acquired car* while used in *personal vehicle sharing* when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

(2) Exclusion 15. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*. This exclusion does not apply to *you* and *resident relatives* when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

**b. If Other Medical Payments Coverage or Similar Vehicle Insurance Applies**

The first paragraph of item 3. is changed to read:

The Medical Payments Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car* or a *trailer* attached to it, except while *your car* or a *trailer* attached to it is used in *personal vehicle sharing*. The Medical Payments Coverage provided by this policy applies as excess coverage for *you* and *resident relatives* who sustain *bodily injury* while *occupying your car* or a *trailer* attached to it while *your car* or a *trailer* attached to it is used in *personal vehicle sharing*.

**3. UNINSURED MOTOR VEHICLE COVERAGE**

**a. Exclusions**

Exclusion 6. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*. This exclusion does not apply to *you* and *resident relatives* when, and only if, the full amount of all available limits of all other sources of uninsured motor vehicle coverage that apply have been paid.

**b. If Other Uninsured Motor Vehicle Coverage Applies**

The first paragraph of item 2. is changed to read:

The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car*, except while *your car* is used in *personal vehicle sharing*. The Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage for *you* and *resident relatives* who sustain *bodily injury* while *occupying your car* while *your car* is used in *personal vehicle sharing*.

**4. PHYSICAL DAMAGE COVERAGES**

**a. Exclusions**

(1) Exclusion 2. is replaced by the following:

THERE IS NO COVERAGE FOR ANY *COVERED VEHICLE* WHILE IT IS RENTED OR LEASED TO OTHERS BY AN *INSURED*. This exclusion does not apply to *your car* or a *newly acquired car* while used in *personal vehicle sharing* when, and only if, the full amount of all available limits of all other sources of physical damage coverage or similar coverage that apply have been paid.

(2) Exclusion 20. is replaced by the following:

THERE IS NO COVERAGE FOR *YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*. This exclusion does not apply when, and only if, the full amount of all available limits of all other sources of physical damage



coverage or similar coverage that apply have been paid.

**b. If Other Physical Damage Coverage or Similar Coverage Applies**

The first paragraph of item 3. is changed to read:

The physical damage coverages provided by this policy apply as

primary coverage for a *loss to your car*, except while *your car* is used in *personal vehicle sharing*. The physical damage coverages provided by this policy apply as excess coverage for a *loss to your car* while it is used in *personal vehicle sharing*.

## 6164DP HIRED CAR LIABILITY COVERAGE

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

### 1. DEFINITIONS

- a. *Owned By* is changed to read:

*Owned By* means:

1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 6 or more consecutive months, to.

- b. The following definition is added:

*Hired Car* means, when used under contract on *your* behalf or loaned to *you*:

1. a land motor vehicle designed for use primarily on public roads;
2. any type of trailer or semitrailer designed for use primarily on public roads; and
3. mobile equipment designed for use primarily off public roads:
  - a. while used on public roads solely for locomotion, if self-propelled and not equipped with crawler-treads; or
  - b. while being transported on public roads if being towed by or carried on a land motor vehicle designed for use primarily on public roads and insured with *us*.

*Hired Car* does not include any vehicle that is *owned by*:

1. *you*;
2. any of *your* employees;

3. any of *your* business partners;
4. any of *your* executive officers; or
5. any *person* who resides primarily with a *person* described in 1., 2., 3., or 4. immediately preceding.

### 2. LIABILITY COVERAGE

- a. **Additional Definition**

*Insured* is changed to read:

*Insured* means:

1. *you* for the maintenance or use of a *hired car*;
2. any *person* while using a *hired car*. The *hired car* must be used with *your* permission, express or implied, and within the scope of that permission; and
3. any other *person* or organization vicariously liable for the use of a *hired car* by an *insured* as defined in 1. or 2. above, but only for such vicarious liability.

*Insured* does not include:

1. the owner of a *hired car*;
2. any other *person* or organization, including its agents or employees, who rents, leases, or loans the *hired car* to *you* or any *person* or organization for use on *your* behalf; or
3. the United States of America or any of its agencies.

b. Exclusions

Exclusions 9. and 13. are deleted.

3. UNINSURED MOTOR VEHICLE COVERAGE

a. Additional Definitions

*Insured* is changed to read:

*Insured* means any *person* while using a *hired car*. The *hired car* must be used with *your* permission, express or implied, and within the scope of that permission.

*Insured* does not include:

1. the owner of a *hired car*;
2. any other *person* or organization, including its agents or employees, who rents, leases, or loans the *hired car* to *you* or any *person* or organization for use on *your* behalf.

b. Exclusions

(1) Exclusion 2. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* WHILE *OCCUPYING* A MOTOR VEHICLE, OTHER THAN A *HIRED CAR*.

(2) Exclusion 6. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING A HIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*;

(3) Exclusion 8. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHILE *OCCUPYING A HIRED CAR* IF THE OWNER HAS UNINSURED MOTOR VEHICLE COVERAGE OR UNDERINSURED MOTOR VEHICLE COVERAGE ON THAT *HIRED CAR* WITH LIMITS EQUAL TO OR GREATER THAN THE UNINSURED MOTOR VEHICLE COVERAGE LIMITS PROVIDED BY THIS POLICY;

4. GENERAL TERMS

The following is added:

**Audit**

*We* have the right to audit *your* records as they relate to this insurance. This audit may take place any time up to three years after this policy is terminated.

**6165CS EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE**

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

*Non-Owned Car* is changed to read:

*Non-Owned Car* means:

1. a land motor vehicle designed for use primarily on public roads;
2. any type of trailer or semitrailer designed for use primarily on public roads; and
3. mobile equipment designed for use primarily off public roads:
  - a. while used on public roads solely for locomotion, if self-propelled and not equipped with crawler-treads; or
  - b. while transported on public roads if being towed by or carried on a land motor vehicle designed for use primarily on public roads and insured with *us*.

*Non-Owned Car* does not include any vehicle that is:

1. *owned by you*; or
2. used under contract on *your* behalf or loaned to *you*, unless that vehicle is *owned by*:
  - a. any of *your* employees;
  - b. any of *your* business partners;
  - c. any of *your* executive officers; or
  - d. any *person* who resides primarily with *you* or a *person* described in a., b., or c. immediately preceding.

2. LIABILITY COVERAGE

a. Additional Definition

*Insured* is changed to read:

*Insured* means:

1. *you* for the use of a *non-owned car* in *your* business; and
2. any other *person* or organization vicariously liable for the use of a *non-owned car* in *your* business by an *insured* as defined in item 1. above, but only for such vicarious liability.

*Insured* does not include:

1. the owner of a *non-owned car*; or
2. the United States of America or any of its agencies.

b. Exclusions

Exclusions 9. and 13. are deleted.

3. UNINSURED MOTOR VEHICLE COVERAGE

a. Additional Definitions

*Insured* is changed to read:

*Insured* means any *person* while using a *non-owned car* in your business. The *non-owned car* must be used with *your* permission, express or implied, and within the scope of that permission.

*Insured* does not include:

1. the owner of a *non-owned car*;
2. any other *person* or organization, including its agents or employees, who rents, leases,



or loans the *non-owned car* to you or any *person* or organization for use on *your* behalf.

b. **Exclusions**

- (1) Exclusion 2. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHO SUSTAINS *BODILY INJURY* WHILE *OCCUPYING* A MOTOR VEHICLE, OTHER THAN A *NON-OWNED CAR*.

- (2) Exclusion 6. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING* A *NON-OWNED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*;

- (3) Exclusion 8. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHILE

*OCCUPYING* A *NON-OWNED CAR* IF THE OWNER HAS UNINSURED MOTOR VEHICLE COVERAGE OR UNDERINSURED MOTOR VEHICLE COVERAGE ON THAT *NON-OWNED CAR* WITH LIMITS EQUAL TO OR GREATER THAN THE UNINSURED MOTOR VEHICLE COVERAGE LIMITS PROVIDED BY THIS POLICY;

4. **GENERAL TERMS**

The following is added:

**Audit**

*We* have the right to audit *your* records as they relate to this insurance. This audit may take place any time up to three years after this policy is terminated.

**6166AM HIRED CAR — COMPREHENSIVE COVERAGE AND COLLISION COVERAGE**

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

This policy is changed as follows for the use of a *hired car*:

1. **DEFINITIONS**

*Owned By* is changed to read:

*Owned By* means:

1. owned by;
2. registered to; or
3. leased, if the lease is written for a period of 6 or more consecutive months, to.

2. **PHYSICAL DAMAGE COVERAGES**

- a. The second paragraph that begins, "This policy provides" is replaced by the following:

This policy provides:

1. Comprehensive Coverage; and
  2. Collision Coverage
- for the use of *hired cars*.

- b. **Deductible** is replaced by the following:

**Deductible**

The deductible that applies to any Comprehensive Coverage or Collision Coverage provided by this endorsement is shown on the Declarations Page immediately following the title and dollar amount limit of this endorsement.

- c. **Additional Definitions**

- (1) The following is added:

*Hired Car* means, when used under contract on *your* behalf or loaned to *you*:

1. a land motor vehicle designed for use primarily on public roads;
2. any type of trailer or semi-trailer designed for use primarily on public roads; and
3. mobile equipment designed for use primarily off public roads:
  - a. while used on public roads solely for locomotion, if self-propelled and not equipped with crawler-treads; or
  - b. while being transported on public roads if being towed by or carried on a land motor vehicle designed for use primarily on public roads and insured with *us*.

*Hired Car* does not include any vehicle that is *owned by*:

1. *you*;
2. any of *your employees*;
3. any of *your* business partners;
4. any of *your* executive officers; or
5. any *person* who resides primarily with a *person* described in 1., 2., 3., or 4. immediately preceding;

(2) *Covered vehicle* is changed to read:

*Covered vehicle* means a *hired car*.

(3) *Insured* is changed to read:

*Insured* means:

- a. *you*;
- b. any of *your* employees;
- c. any of *your* business partners; and
- d. any of *your* executive officers.

d. All references to *Non-owned car* in Physical Damage Coverages are deleted and replaced with *covered vehicle* as defined in this endorsement.

e. **Insuring Agreements**

**Comprehensive Coverage and Collision Coverage** are replaced with the following:

**Comprehensive Coverage and Collision Coverage**

- (1) *We* will pay for *loss* to a *covered vehicle*.
- (2) If a *covered vehicle* is rented on *your* behalf from a *car business*,

then *we* will pay reasonable loss of use charges and reasonable administrative charges charged by the *car business* if owed under the written terms of the rental contract as the result of a *loss* that is payable under the coverage provided by this endorsement.

f. **Limits and Loss Settlement – Comprehensive Coverage and Collision Coverage**

(1) The following is added:

The most *we* will pay for *loss* to a *covered vehicle* is the amount shown on the Declarations Page immediately following the title of this endorsement.

(2) Items 2. and 3. are deleted.

3. **GENERAL TERMS**

The following is added:

**Audit**

*We* have the right to audit *your* records as they relate to this insurance. This audit may take place any time up to three years after this policy is terminated.









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: occerts@marshmma.com	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0H18131 ALLCITYMAN	<b>INSURER A:</b> Lexington Insurance Company	NAIC # 19437
<b>INSURED</b> All City Management Services, Inc. 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670	<b>INSURER B:</b> AXIS Surplus Insurance Company	26620
	<b>INSURER C:</b> Westchester Surplus Lines Insurance Co	10172
	<b>INSURER D:</b> National Casualty Company	11991
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1164366258

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	052114698	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N				COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	P00100118039401	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 3,000,000	
							AGGREGATE	\$ 3,000,000	
								\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCC334410A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess Layer			G72535522003	8/1/2023	8/1/2024	AGGREGATE	\$6,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are included as additional insured as respects to General Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to General Liability and Workers Compensation per attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cupertino  
 10300 Torre Ave.  
 Cupertino CA 95014-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ENDORSEMENT**

**This endorsement, effective 12:01 AM**

**Forms a part of policy no.:**

**Issued to:**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION**

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s)  
or Organization(s)**

**Location of Covered Operations**

Blanket where required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions or
  - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



---

**Authorized Representative**

**ENDORSEMENT**

**This endorsement, effective 12:01 AM**

**Forms a part of policy no.:**

**Issued to:**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS**

(Based on CG2037 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

**Location of Completed Operations**

Blanket where required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

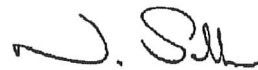
**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



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**Authorized Representative**

INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2023

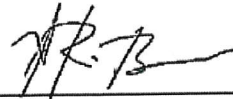
TO: 08/01/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY**

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
- 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.**
  - The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  - In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  - The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii.** Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



**Authorized Representative OR  
Countersignature (In states where applicable)**

Includes copyrighted information of the Insurance Services Offices, Inc., with its permission. All rights reserved.

LX9776 (08/04)

INSURED: All City Management Services, Inc.

POLICY#: 052114698

POLICY PERIOD: 08/01/2023

TO: 08/01/2024

**ENDORSEMENT**

**LEXINGTON INSURANCE COMPANY**

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



\_\_\_\_\_  
**Authorized Representative OR  
Countersignature (In states where applicable)**

INSURED: All City Management Services, Inc.

POLICY #: WCC334410A

POLICY PERIOD: 01/01/2024

TO 01/01/2025

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED TO SUCH WAIVER, IN A VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT HAS BEEN EXECUTED PRIOR TO A LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Countersigned By \_\_\_\_\_



WC 00 03 13  
(Ed. 4-84)

INSURED: All City Management Services, Inc.

POLICY #: 052114698

POLICY PERIOD: 08/01/2023

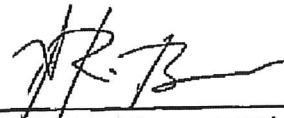
TO 08/01/2024

**PRIMARY/NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative OR  
Countersignature (in states where applicable)

LX9838 (08/05)

All City Management Services, Inc.

LX9838 (08/05)



## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

### 1. PARTIES

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and All City Management, Inc. (“Contractor”), a Corporation, for Crossing Guard Services, and is effective on the last date signed below (“Effective Date”).

### 2. SERVICES

Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

### 3. TIME OF PERFORMANCE

**3.1** This Agreement begins on the Effective Date and ends on June 30, 2024 with the option to renew for two additional years (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on the start of Fall 2021 school semester and shall be completed by the conclusion of the 2024 school session, with the option to renew two years thereafter. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

**3.2 Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

**3.3 Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

### 4. COMPENSATION

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$903,879.04 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

**4.2 Invoices and Payments.** Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

## **5. INDEPENDENT CONTRACTOR**

**5.1 Status.** Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

**5.2 Contractor's Qualifications.** Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

**5.3 Permits and Licenses.** Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

**5.4 Subcontractors.** Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

**5.5 Tools, Materials, and Equipment.** Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

**5.6 Payment of Benefits and Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

## 6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

## 7. OWNERSHIP OF MATERIALS

**7.1 Property Rights.** Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

**7.2 Copyright.** To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

**7.3 Patents and Licenses.** Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

**7.5 Deliverables and Format.** Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

## 8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available

to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

## **9. ASSIGNMENT**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

## **10. PUBLICITY / SIGNS**

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

## **11. INDEMNIFICATION**

**11.1** Except if and to the extent that losses are caused by the negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

For the avoidance of doubt, in the event that a court or jury determines that liability with respect to any loss was caused or contributed to by the negligent act, error, omission or willful misconduct of the City or City personnel, liability will be apportioned between Consultant on the one hand and the City on the other hand with regard to such loss based upon the parties' respective degrees of culpability, as determined by the court or jury, and Consultant's duty to indemnify the Indemnitees will be limited accordingly.

**11.2** Contractor must pay the costs City incurs in enforcing this provision. Contractor must

accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

**11.3** Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

**11.4.** Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

**11.5.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

**11.6.** This Section 11 shall survive termination of the Agreement.

## **12. INSURANCE**

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

## **13. COMPLIANCE WITH LAWS**

**13.1 General Laws.** Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

**13.2 Labor Laws.** Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

**13.3 Discrimination Laws.** Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination,

Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

**13.4 Conflicts of Interest.** Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

**13.5 Remedies.** Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

#### **14. PROJECT COORDINATION**

**City Project Manager.** The City assigns Cherie Walkowiak as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

**Contractor Project Manager.** Subject to City approval, Contractor assigns Harlan Sims as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

#### **15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

#### **16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.



**17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

**18. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

**19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

**20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

**21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

**22. INSERTED PROVISIONS**

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

**23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

**24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

**25. SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

**26. NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

<p>To City of Cupertino Office of the City Manager 10300 Torre Ave Cupertino, CA 95014</p> <p>Attn: Roger Lee, Director of Public Works Email: <a href="mailto:RogerL@Cupertino.org">RogerL@Cupertino.org</a></p>	<p>To Contractor: All City Management, Inc. 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670</p> <p>Attn: Harlan Sims, Director of Marketing Ph: 800.540.9290, Ext 105 Email: <a href="mailto:harlan@thecrossingguardcompany.com">harlan@thecrossingguardcompany.com</a></p>
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**27. EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

**CITY OF CUPERTINO**

A Municipal Corporation

By Greg Larson

Name Greg Larson

Title City Manager

Date Aug 5, 2021

**CONTRACTOR**

By Demetra Farwell

Name Demetra Farwell

Title Secretary

Date Aug 3, 2021

**APPROVED AS TO FORM:**

Christopher D. Jensen

CHRISTOPHER D. JENSEN

Cupertino City Attorney

**ATTEST:**

Kirsten Squarcia

KIRSTEN SQUARCIA

City Clerk

DATE: Aug 5, 2021

## ACMS Scope of Services

1. All City Management Services, Inc. will handle the Crossing Guard services for the City of Cupertino for a three (3) year period; to commence on: the start of fall 2021 school semester, ending on the conclusion of the 2024 school session.
2. ACMS will provide sixteen (16) personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. ACMS is an independent Consultant and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City of Cupertino.
3. Crossing Guard Services shall be provided by ACMS at designated locations, identified by the City of Cupertino and ACMS shall provide coverage at the school crossings as required. ACMS shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel.
4. ACMS and all persons who are employed for assignment to this contract shall undergo background checks to ensure they have not been convicted of any offense involving moral turpitude, any felony, or crimes against children. ACMS understands no one registered as a sex offender or narcotics offender will be hired as a crossing guard.
5. ACMS designated Trainer will conduct training for Crossing Guards. ACMS shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties ACMS and employees of the ACMS shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.
6. ACMS understands all crossing guards shall also receive training pertaining to general traffic safety for pedestrians, motorist and themselves while serving as crossing guards. After completion of training ACMS will provide the City of Cupertino certificates of training that are signed and dated by the employee that received training and signed by ACMS designated Trainer.
7. ACMS understand that all Crossing Guards in the City of Cupertino Crossing Guard program shall undergo a drug screening test prior to deployment.
8. ACMS employees shall work to the highest professional standards and act in a courteous, respectable manner and shall conduct themselves in a manner that is befitting a public servant. They shall present a professional appearance, that is neat, clean, well-groomed and be properly uniformed.

9. ACMS 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. The apparel must be appropriate for weather conditions.
10. ACMS 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.
11. ACMS 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. ACMS shall provide for its employees a 24-hour answering service and shall establish its own call-out procedures and this information shall be included in proposal.
12. ACMS shall one month prior to the start of school and each school year thereafter coordinate with the City's Safe Routes to School Coordinator to determine whether there are any changes to the bell schedule for any of the schools served under this contract.

4. REQUIRED FORMS

4.1 Crossing Guard Cost Proposal

ALL SERVICES PROVIDED MUST MEET THE SPECIFICATIONS DESCRIBED IN THE REQUEST FOR PROPOSAL. ATTACH ALL DOCUMENTS SUPPORTING THE PROPOSED SPECIFICATIONS OF THE RFP.

PROPOSER MUST PROVIDE A DETAILED COST PROPOSAL, TAKING INTO ACCOUNT THE EXPECTED CHANGES IN MINIMUM WAGE IN CUPERTINO, AS DETAILED ON CITY WEBSITE:

<https://www.cupertino.org/our-city/city-news/cupertino-minimum-wage>

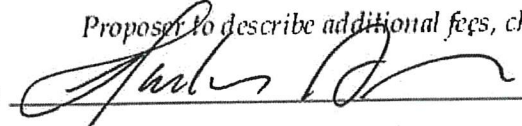
<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>RATE PAID BY THE CITY</u>
CROSSING GUARD	1 HOUR IN 2021 =	<u>\$23.43</u>
CROSSING GUARD	1 HOUR IN 2022 =	<u>\$24.92</u>
CROSSING GUARD	1 HOUR IN 2023 =	<u>\$26.12</u>

*Proposer to add additional lines as necessary here.*

TOTAL ESTIMATED MONTHLY COST BASED UPON THE = \$29,990.40  
 TENTATIVE ASSIGNMENT MATRIX IN SECTION 2.3  
 Four (4) hours per site per day minimum. Use 20 days in a month at 2021 rate.

TOTAL ESTIMATED CONTRACT TERM COST (3 years) = \$903,879.04  
 Use 85 days from August through December, and 101 days from January through June.

*Proposer to describe additional fees, charges, or discounts here.*

Signature:  Date: 7/14/21

Print Name: Harlan Sims; Director of Marketing Phone: 310 202 8284

Company Name: All City Management Services, Inc. Email: harlan@thecrossingguardcompamy.com

Address: 10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670

## EXHIBIT D

### INSURANCE REQUIREMENTS For Services and Activities Involving Children

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be *at least as broad as*:

1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - a) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (1) the minimum coverage/limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b) Additional Insured coverage under Contractor's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO CG 20 10 04 13
  - c) The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. **Sexual Abuse/ Molestation** insurance or the equivalent are required for contracts involving children in after school activities, recreational programs, athletics, studies, transportation of students. Covers potential claims of abuse or child molestation. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 excess/umbrella coverage.
3. **Automobile Liability**: ISO Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage. (**Note** – required only if auto is used in performance of work; otherwise proof of personal auto liability policy may suffice)

4. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees).*

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

#### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of the Services performed by or on behalf of Contractor including materials, parts, or equipment furnished. Endorsement of CGL coverage shall be at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

##### **Primary Coverage**

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute to it.

##### **Notice of Cancellation**

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

##### **Waiver of Subrogation**

Contractor grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

##### **Self-Insured Retentions**

City may approve self-insured retentions and require proof of Contractor's ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

##### **Acceptability of Insurers**

Insurers must be acceptable to City and licensed to do business in California, and each insurer must have an AM Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.



**Verification of Coverage**

Contractor shall furnish the City with acceptable original certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City prior to commencing the Services. City retains the right to demand verification of compliance at any time during the Contract.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Insurance coverage shall not limit Contractor's duties to indemnify, defend and hold City harmless. City reserves the right to modify these requirements based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 350 S Grand Ave, Ste 3410 Los Angeles, CA 90071	<b>CONTACT NAME:</b> Nick Newell
	<b>PHONE (A/C, No, Ext):</b> 949 425 7312 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> nick.newell@marshmma.com
<b>INSURED</b> All City Management Services, Inc. 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Landmark American Insurance Company      33138
	INSURER B : Mercer Insurance Company      14478
	INSURER C : Berkshire Hathaway Homestate Ins Co      20044
	INSURER D : Lexington Insurance Company      19437
	INSURER E : INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LHA141591	08/01/2021	08/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			2000000182	08/01/2021	08/01/2022	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N    N/A	ALWC238792	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	1st Excess Layer			080877908	08/01/2021	08/01/2022	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are included as additional insured as respects to General Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to General Liability and Workers Compensation per attached endorsements.

<b>CERTIFICATE HOLDER</b>  City of Cupertino 10300 Torre Ave. Cupertino, CA 95014-0000	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

INSURED: All City Management Services, Inc.

POLICY #: ALWC238792

POLICY  
PERIOD: 01/01/2021

TO: 01/01/2022

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

INSURED: All City Management Services, Inc.

POLICY#: LHA141591

POLICY PERIOD: 08/01/2021

TO: 08/01/2022

**LANDMARK AMERICAN INSURANCE COMPANY**

*This Endorsement Changes The Policy. Please Read It Carefully.*

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

Any person(s) or organization(s)  
required by written contract or  
agreement.

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.



## Confirmation of Coverage

Dear: Esther Ceballos, Bolton & Company - Pasadena

Date: Jul 13, 2021

Attached please find (Carrier/Mkt Co) quotation RPS has secured on your behalf for the above mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

**Insured:** City of Cupertino DBA: Department of Recreation and Community Services, **RPS Reference #:** BK1366362A  
Public Works Department

**Mailing Address:** 10185 N. Stelling Road, Cupertino, CA 95014

**Carrier:** Underwriters at Lloyd's, London / Non-Admitted

AM Best Rating: A XV

**Policy Number:** MR214153

**Policy Period:** 7/1/2021 to 7/1/2022

**Coverage:** Special Casualty - Sexual Misconduct

**Limit:** per Carrier terms attached

<b>Policy Premium:</b>	\$31,500.00	
<b>Taxes:</b>	\$1,023.75	(tax state Surplus Tax/Fee)
<b>Fees:</b>		(if any are fully earned)
<b>TRIA:</b>		<b>Status:</b>
<b>TOTAL:</b>	\$32,523.75	

**Commission %:**

**Minimum Earned Premium:** 5%

**Home State:** CA

**The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.**

**Conditions/ Subjectivities:** per Carrier terms attached

Please see attached company quote for complete limits, terms, conditions, and exclusions.

**Please note:**

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured. RPS will remit the applicable taxes and forms to the state.

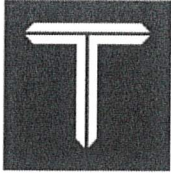
If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.

- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.
- When requesting a policy change, addition, cancellation, endorsement, etc. you must provide every policy number/ coverage to which the request applies.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- In the event of a claim please report immediately and visit the RPS Claims website: <https://my.rpsins.com/claimsfnol>
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

If you have any questions, please feel free to call or email me. We look forward to our next opportunity to work with you.

Sincerely,  
Shawn McCall  
Risk Placement Services, Inc. - PNP  
Phone: 630-773-3800  
Email: [shawn\\_mccall@rpsins.com](mailto:shawn_mccall@rpsins.com)





TYSERS

71 Fenchurch Street  
London  
EC3M 4BS

Telephone: +44 (0)20 3037 8000  
Fax: +44 (0)20 3037 8010  
www.tysers.com

**CLAIMS MADE SEXUAL MISCONDUCT AND MOLESTATION INSURANCE**

**Form:** SML Safeguard Wording - 623AFB00213

**Policy Number:** TBA

**Renewal of:** MR204153

**Named Insured:** City of Cupertino – Parks and Recreation Department,  
Public Works Department

**Principal Address:** 10300 Torre Avenue, Cupertino, CA 95014

**Policy Period:** From: 1<sup>st</sup> July 2021 To: 1<sup>st</sup> July 2022  
Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

**Limit of Liability:**

- a) USD 5,000,000 for all **Claims for Wrongful Acts** against any one **Victim**
- b) USD 5,000,000 for all **Claims for Wrongful Acts** against all **Victims**, but sub-limited to:
- c) USD 50,000 for all **Safeguard Costs** resulting from all **Circumstances**

Such Sub-limit of Liability shall be part of, and not in addition to, the overall Limit of Liability stated in 3.b) above.

**Retention:**

USD 35,000 any one Victim

**Premium:**

USD 31,500

**Notification pursuant to Clause IX. shall be given to:**

Claims Department Beazley  
30 Batterson Park Road,  
Farmington,  
CT 06032.  
[claims@beazley.com](mailto:claims@beazley.com)  
(860) 677 3765 (phone)  
(860) 679 0247 (fax)

**Retroactive Date:**

1<sup>st</sup> July 2018

**Pending or Prior Litigation Date:**

1<sup>st</sup> July 2018

**Service of Suit:**

Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-

**Choice of Law:**

New York

**Conditions:**

Application Dated: TBA

California Surplus Lines Notice 1- LMA9098A

California Complaints Notice - LMA9136A

Small Additional or Return Premiums Clause (U.S.A.) – NMA 1168

Nuclear Incident Exclusion Clause-Liability-Direct – NMA 1256

Radioactive Contamination Exclusion Clause-Liability - NMA 1477

War and Terrorism Exclusion – NMA 2918

Several Liability Notice – LSW1001

Sanctions Limits Clause - LMA 3100

Beazley Safeguard Education Document

Tysers Safeguard Enhancement Endorsement

Cyber Acts Clarification

Amended Definition of Independent Contractor Endorsement – as attached

**U.S Classification:**

Surplus Lines Broker and State filed in: Risk Placement Services, 2850 Golf Road,  
Rolling Meadows, IL 60008  
License Number: 0C66724

**State of Filing:**

CA

**Subject to:**

- 1) Renewal application to be resigned and dated within 30 days of inception
- 2) Confirmation of the Surplus Lines Broker. Including name of individual, company name, address and license number.

All subjectivities to be received within 7 working days of binding otherwise Underwriters reserve the right to amend terms or cancel ab initio.

**Brokerage:** 20% or same net equivalent downwards, plus taxes as applicable

**Information:** Employees – 294                      Independent Contractors -70  
Exposure Units – 97,000  
Nature of Business – Municipality

Cancellation by an Insured may result in a short rate calculation to determine the return premium, subject to 5% minimum earned of the total premium.