



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Finance Committee	Meeting Date: 5/27/25
ID Number: ID#25-00949	Ordinance/Resolution Number (if applicable):
Department Submitting: Police	Submission Date: 5/21/25
Agenda Item Title: Review and possible action on the approval of the 2025-2026 school-year contract with All City Management, Inc. for School Crossing Guard Services	

Issue Before the Council: Annually, the City contracts with All City Management, Inc. for crossing guard services. If signed, the City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of \$30.85 per shift (not to exceed .75 hours per shift) per Crossing Guard during the term. The contract is based on a minimum of 17 sites and upon a projected 6,120 shifts of service. According to the agreement, the cost shall not exceed \$188,802.00 per year, unless Contractor fails to perform service. This is an increase of 4% from the 2024-2025 school year, which was \$181,641.60. All City Management cites hiring challenges as well as operating costs contributing to this increase.
Options & Alternatives: Do not provide crossing guard services.
Additional Details: Since 2011 (or before), the City has contracted outside services for school crossing guards. Prior to using All City Management, it had been challenging to find a reliable company to provide this service, but we have had success, in large part, with All City Management, Inc. The 4% increase is not surprising given our economic culture.



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What is the Strategic Plan Priority this item relates to:

Service in excellence, engaged community

What impact will this item have on the Strategic Plan Priority?

Ensuring the safety of children coming and going from school

Financial Remarks:

\$188,802, 2940.52190

Executive Recommendation:

Chief Thompson recommends approval of this agreement.

Recommended Motion:

I move to approve the 2025-2026 contract for school crossing guard services with All City Management.

Reviewed By:

Reviewer #1 Name & Title Joseph Ciurro, Finance Director	Reviewer Signature 05/23/2025
Reviewer #1 Name & Title Brian Running, City Attorney	Reviewer Signature 05/21/2025
City Administrator <i>Anthony Brown</i>	Reviewer Signature 05/22/2025



May 20, 2025

Ron Oremus
Assistant Chief of Police
City of Waukesha - Police Department
1901 Delafield Street
Waukesha, WI 53188

Dear Asst. Chief Oremus,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2025-2026 school year.

As you may know, hiring challenges have impacted all sectors of the labor market across the nation. Recently the United States Chamber of Commerce has published an article "Understanding America's Labor Shortage", which illustrates how thousands of jobs are published each month and yet a significant number of positions still remain unfilled. Essentially, labor force participations rates have still not returned to pre-COVID levels. This situation leads to heightened competition among businesses as they vie for the limited pool of available talent.

ACMS has experienced these same challenges and in many cases, we've transitioned a significant number of employees from an older, primarily stable workforce to a younger mobile workforce. This new segment of our employees are more sensitive to current cost-of-living increases and are looking for higher wages and more hours. They often accept our position and work for days, sometimes weeks and if we're lucky months then abruptly leave when they find higher pay.

For these reasons, as well as cost increases in most segments of our business, we must appeal for an increase in our hourly rate for the upcoming 2025-2026 school year. To facilitate the calculation of the 2025-2026 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

We remain committed to providing a safe, cost-effective and professional School Crossing Guard Program and we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2025 - 2026

Department: 2820301

Billing Rate for 2025 - 2026: \$ 30.85

City of Waukesha
1901 Delafield Street
Waukesha, WI 53188

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		34		180		\$30.85	=	\$188,802.00
17	Sites at 2.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

6120

TOTAL ANNUAL PROJECTED COST

\$188,802.00



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 20, 2025 and is between the CITY OF WAUKESHA (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2025 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall hire and train, and be prepared to deploy, Crossing Guards to all sites requested by the City on the first day public school is in session after July 1, 2025, and on each school day thereafter until June 30, 2026. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the Waukesha Police Department.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement. Contractor shall ensure that Crossing Guards perform their duties according to the following standards:
 - a. Crossing Guard shall be neat, clean, wearing their uniforms, and be equipped with a hand-held stop sign.
 - b. Crossing Guards shall be courteous and polite to students and the general public.
 - c. Crossing Guards shall be sober, well-rested and alert, and shall not have any amount of intoxicating substances in their blood.

- d. Crossing Guards shall be at their designated locations at all times, and shall make every effort to not allow students to cross streets without the Crossing Guard controlling the intersection and stopping traffic.
 - e. Crossing Guards shall be at least 18 year of age and display good judgement and responsibility.
 - f. Crossing Guards shall not use cell phones or other distracting devices while on duty.
 - g. Crossing Guards shall at all times act in the highest interest of the safety of the students.
 - h. Crossing Guards shall comply with all directions for traffic control and pedestrian safety given by the Waukesha Police Department.
- 5. Contractor shall not, in the performance of its services under this Agreement, employ, or use the volunteer services of, any persons who have been convicted of child molestation or sexual assault against a minor. Contractor shall deliver all records used in checking the backgrounds of its employees to City upon request as allowed by State and Federal law.
 - 6. Contractor shall not, in the performance of its services under this Agreement, employ or use the volunteer services of, any person who have been convicted of possession of controlled substances. Provider shall deliver all records used in checking the backgrounds of its employees to City upon request as allowed by State and Federal law.
 - 7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
 - 8. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
 - 9. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas, and in handling traffic, crossing children safely, appearance, emergency conditions including injuries and motor vehicle accidents, courtesy, dealing with children, dealing with motorist, dealing with general public, and proper wearing of the uniform, all at the Contractor's sole expense.
 - 10. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
 - 11. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards, including a DOT/MUTCG ANSI II compliant - approved safety vest or coat with reflective stripes. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

12. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and \$6,000,000 in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
13. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).
 - f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
14. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

15. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
16. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty Dollars and Eighty-five Cents (**\$30.85**) per shift (not to exceed 0.75 hours per shift), per Crossing Guard during the term. Based on a minimum of seventeen (17) sites and upon a projected (6,120) hours of service the cost shall not exceed One Hundred Eighty-eight Thousand, Eight Hundred Two Dollars (\$188,802.00) per year, unless Contractor fails to perform service.
17. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
18. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
19. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
20. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.
21. The individuals executing this Agreement for the parties warrant and represent that they are authorized to do so by their respective bodies, and that their signatures will bind the parties to this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY

CONTRACTOR

City of Waukesha

All City Management Services, Inc.

By _____
Shawn N. Reilly, Mayor

By _____
D. Farwell, Corporate Secretary

Date _____

Date _____

Attested by Katie L. Panella, City Clerk/Treasurer

Joseph P. Ciurro, Finance Director

Date _____