



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT made and entered into this June ____, 2015 by and between the City of Odessa, a Texas Municipal Corporation hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a Two (2) year period which commences no later than July 1, 2015 and ends on June 30, 2017 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide forty-one (41) 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 City of Odessa.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. 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 all items of this Agreement.
6. 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.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Texas and Ector County.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of Texas and Ector County pertaining to general pedestrian safety in school crossing areas.
9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which School is in session. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards in accordance. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City 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 designee for the City of Odessa.
12. Contractor agrees to indemnify the City , its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the 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 the 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.
13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.
14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
15. The City agrees to pay the Contractor for services rendered pursuant to this Agreement the sum Fifteen Dollars and Sixty-seven (**\$15.67**) per hour, per guard during the contract period.

16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. Unforeseen Costs: The pricing quoted is based upon information provided by the City, current employer payroll tax rates, state and federal wage laws and Workers Compensation insurance rates. The Contractor may, with agreement from the City exercise a one-time price increase during the contract period due to unforeseen costs. The Contractor shall provide the City 60 days notice and justification of its intent to adjust pricing. The City agrees to review and respond to said Notice within 30 days of service.
18. The City shall have an option to renew this contract for two additional two year terms. In the event this Agreement is extended beyond June 30, 2017; the compensation and terms for services shall be established by mutual consent of both parties.

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

City of Odessa

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____