

Crossing Guard Services Contract
City of Waukesha – Twin City Security, Inc.

This Contract is entered into by and between the City of Waukesha and its Police Department, 1901 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Twin City Security, Inc., 6501 West Lincoln Avenue, West Allis, Wisconsin 53219, referred to herein as Provider. City and Provider together are referred to herein as the Parties.

Recitals

The City wishes to provide school crossing-guard services at certain intersections frequented by school children. Provider has represented to the City that it has the ability to provide such crossing-guard services, and is willing to enter into a contract with the City to do so.

Now, therefore, the Parties agree and contract as follows:

1. City Duties.

- a. The City shall provide Provider with a list of designated locations at which Provider shall provide Crossing Guards, which shall show the times during which a Crossing Guard must be on duty for each location.
- b. The City shall provide Provider with calendars showing the complete schedule for all public and private schools within the City of Waukesha, no later than 2 weeks before the first date on which Crossing Guards are required to be at designated locations.

2. Provider Duties.

- a. Provider shall be solely responsible for providing Crossing Guards at the locations and at the times designated by the City pursuant to section 1.a, on all dates on which school will be in session according to the calendars provided by the City pursuant to section 1.b.
- b. All Crossing Guards provided by Provider shall be equipped with a uniform consisting at a minimum of a safety vest with reflective stripes, a hand-held stop sign, and a raincoat, all at Provider's sole expense.
- c. All Crossing Guards provided by Provider shall satisfactorily complete classroom training on handling traffic, crossing children safely, appearance, emergency conditions including injuries and motor-vehicle accidents, applicable laws, duties, courtesy, dealing with children, dealing with motorists, dealing with the general public, proper wearing of the uniform, and an orientation in the job requirements as agreed upon by the Contractor and the City; all at the Provider's sole expense.
- a. All Crossing Guards provided by Provider shall satisfactorily complete on-the-job training to be conducted at the assigned locations, with instructions adequate to provide the assigned crossing guard an understanding of the duties and characteristics that may be unique to the location, at the Provider's sole expense. Additional on-the-job training shall be provided whenever a change of any type affects the job duties at a particular crossing, at the Provider's sole expense
- b. Provider shall supervise all Crossing Guards and ensure that each is performing duties in compliance with the terms of this Contract, and is in proper uniform.
- c. Provider shall conduct refresher training for all Crossing Guards before the beginning of each school year.

3. **Standard for Services.** Provider shall ensure that Crossing Guards perform their duties according to the following standards:
 - a. Crossing Guards 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 location at all times, and shall not allow students to cross streets without the Crossing Guard controlling the intersection and stopping traffic.
 - e. Crossing guards shall be at least 18 years of age and display good judgment 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 students.
 - h. Crossing Guards shall comply with all directions for traffic control and pedestrian safety given by the Waukesha Police Department.

4. **Cancellations.** The City may cancel Crossing Guard services at any or all designated locations as a result of unscheduled school closings, without penalty, provided a minimum of 90 minutes advance notice is given to Provider. Provider shall monitor television, radio and internet for announcements of school closings due to snow or other natural conditions, and shall confirm reported closings with the City.

5. **Term and Termination.** This Contract shall commence on September 1, 2016 and terminate on August 31, 2021; however, the City may terminate this contract at any time with or without cause provided a minimum of 30 days advance notice is given to Provider.

6. **Compensation.** The City shall pay Provider for services rendered under this Contract for time actually spent by its Crossing Guards in performance of its duties under this Contract, at the following hourly rates:

a. September 1, 2016 through August 31, 2017	\$18.11
b. September 1, 2017 through August 31, 2018	\$18.38
c. September 1, 2018 through August 31, 2019	\$18.65
d. September 1, 2019 through August 31, 2020	\$18.92
e. September 1, 2020 through August 31, 2021	\$18.99

7. **Billing.** Provider shall invoice City weekly, and each invoice shall include an itemization of dates, hours worked, and names of Crossing Guards on duty, for each designated location. Invoices shall be payable 30 days after verification of amounts by City.

8. **Relationship of Parties.** The Parties are independent contractors, and this Contract shall not be deemed to create any other relationship between them. Neither Party is authorized to bind the other contractually, and neither shall be responsible for the acts or omissions of the other's employee or agents. Each Party shall be responsible for compensating its own employees, for complying with worker compensation and unemployment insurance requirements, and for all tax withholding for its own employees.

9. **Indemnification.** Provider shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind, including court costs and actual attorney fees, arising out of, or connected in any way with:
 - a. Provider's performance of its duties under this Contract.
 - b. The negligence or intentional torts of its employees providing services under this Contract, including, but not limited to, damages for personal injury, death, or casualty loss to personal property.
 - c. Provider's breach of any provision of this Contract.
 - d. Provider's violations of any laws.
10. **Insurance.** Provider shall maintain insurance of the following kinds and for not less than the following limits, at Provider's sole expense, at all times during the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Provider shall obtain an endorsement making the City an additional insured, and Provider's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Provider shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$1,000,000.
 - d. Worker compensation, to statutory limits.
11. **Assignment Prohibited.** Provider shall not assign its responsibilities under this Contract to any other party.
12. **Crossing Guards Must Be Employees.** All Crossing Guards performing services under this Contract shall be employees of Provider, and Provider shall not use the services of independent contractors to perform its duties under this Contract.
13. **Sex Offender Prohibition.** Provider shall not, in the performance of its Services under this Contract, employ, or use the volunteer services of, any persons who have been convicted of child molestation or sexual assault against a minor. Provider shall deliver all records used in checking the backgrounds of its employees to City upon request.
14. **Substance Abuser Prohibition.** Provider shall not, in the performance of its Services under this Contract, employ, or use the volunteer services of, any persons who have been convicted of possession of controlled substances or operating a motor vehicle while intoxicated at any time in the previous ten years. Provider shall deliver all records used in checking the backgrounds of its employees to City upon request.
15. **Force Majeure.** Neither party shall be in breach of this Contract if the failure to perform was due to unforeseeable circumstances beyond the control of the party and not due to the malfeasance or misfeasance of the party.
16. **Record Keeping.** Provider shall keep all documents and records generated in its conduct of the Services for no less than 7 years after completion of the Services, and shall make them available to the City at the City's request. Provider acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.

17. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
18. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
19. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
20. **Contacts.** Communications regarding this Contract shall be directed to:
- City:** Dennis Angle, Deputy Chief, Waukesha Police Department, dangle@ci.waukesha.wi.us (262) 524-3762
- Provider:** Jerry Mojeck, Twin City Security, Inc., milwaukee@twincitysecurity.com (414) 328-0208.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

 Attested by Gina L. Kozlik, City Clerk
 Date: _____

I certify that funds are available for payment of the City's obligations:

 Richard L. Abbott, Finance Director
 Date: _____

Twin City Security, Inc.

 By Jerry L. Mojeck
 Title: _____
 Date: _____