

CONTRACT TO PROVIDE CROSSING GUARD SERVICE

THIS AGREEMENT, made and entered into this _____ Day of _____ 2016 by and between the City of Waukesha, a municipal corporation in Waukesha County Wisconsin, hereinafter referred to as the “City”, and Twin City Security, hereinafter referred to as the “Contractor”, and collectively referred to as “parties” .

WHEREAS, the City is mindful of its authority to provide crossing guard protection at certain intersections frequently used by school children, and to appoint adult crossing guards pursuant to Wisconsin Statute 349.215; it is the purpose of the contract to have such service provided by the Contractor as a means of maintaining an economical service to the taxpayers of the community while assuring the reasonable safety of school children while crossing streets at those intersections designated by the City; and,

WHEREAS, the Contractor is willing to render such crossing guard service within the City upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Definitions

A “miss” is defined as a crossing guard not being at an assigned corner at the assigned time for the durations of the designated shift.

II. Work To Be Performed

- A. The Contractor agrees to provide a crossing guard(s) wearing the contractor provided uniform, hereinafter referred to as “crossing guard”, at each of the required locations during the designated hours as directed by the City.
- B. The Contractor must guarantee coverage at all designated locations on a daily basis.
- C. The City shall provide the Contractor with a Calendar for the Waukesha School District and each private school with students residing in Sun Prairie with scheduled school closings at the beginning of the school year. The Contractor is responsible for providing crossing guard service at those times when school is in session and students are traveling to and from school.
- D. The City reserves the right to cancel crossing guard service at any or all designated locations as a result of an unscheduled school closing, without penalty, provided a minimum of one and one-half (1 ½) hours notice is given to the Contractor.

III. Contractor to Provide

- A. The Contractor agrees to provide to each crossing guard, at no direct cost to the City or employee, a uniform, which includes at a minimum the following items:
 - 1. One raincoat
 - 2. One vest and fluorescent stripes
 - 3. One hand held stop sign

IV. City to Judge Performance

It is agreed and understood that the City, through supervision by the Police Department, be the sole judge of the performance of service by the contractor.

V. City's Right to Cancel

The City also reserves the right to cancel this contract at any time without penalty upon thirty days written notice.

VI. Insurance Coverage and Liability

- A. The Contractor agrees to carry, at its own expense, the following:
 - 1. Worker's compensation as required by state law.
 - 2. Comprehensive general liability insurance with base policy. Limits of not less than \$ 1,000,000 per occurrence and \$2,000,000 aggregate.

- B. The Contractor agrees to include the City as an additional insured on Comprehensive general liability, policies. The Contractor agrees that its liability policies shall name the City as an Additional Insured with respect to liability arising out of operations performed for the City by or on behalf of the Contractor pursuant to this contract shall be primary and waive subrogation rights against the City. A certificate of insurance and appropriate endorsements in a form satisfactory to the City Attorney shall be provided by Twin City. The Contractor's naming of the City as an Additional Insured in its liability policies pursuant to this contract, shall afford coverage only for the negligent performance of activities by Contractor for the City pursuant to this contract and shall be limited by the terms and conditions appearing in such Contract, and in no event be construed for any purpose so as to make Contractor or it's insurer liable for the acts or omissions of the City, its agents, servants or employees.

- C. All insurance premiums shall be paid by the Contractor and shall be without cost to the City.

- D. The Contractor shall maintain on file with the Purchasing/Central Services Division a "Certificates of Insurance" as requested .

- F. The Contractor further agrees to provide the City with proof of a standing order by the Contractor with one or more insurance agents for the purchase of all required Comprehensive General Liability insurance.

VII. Employee Compensation

The Contractor agrees that, at its own cost and at all times, the Contractor shall pay the salaries, Federal Social Security taxes, unemployment compensations, Workers Compensation, fringe benefits, and other costs relating to compensating the employees engaged by the Contractor in the performance of this contract.

VIII. Supervision of Service

The Contractor shall be responsible to ensure 100 % coverage of all crossing guard locations in the City. Supervision will ensure that the crossing guards are functioning as expected, in proper uniform, and complying with the duties and regulations that are required by the City.

IX. Training of Personnel

- A. The Contractor agrees to provide all crossing guards performing under this contract with classroom training prior to assignments. The Contractor further agrees that the training must cover handling traffic, crossing children safely, appearance, emergency conditions including injuries and motor vehicles accidents, legal powers, duties, knowledge of the legal authority and limitations of the position, the requirements and courtesies in dealing with children, the motorist, and the general public. Such training shall also include instructions of good behavior, proper wearing of the uniform and an orientation in the job requirements as agreed upon by the Contractor and the City.
- B. The Contractor agrees to provide all crossing guards with 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. Additional on-the-job training is to be provided whenever a change of any type affects the job duties at a particular crossing.
- C. Clerical and supervisory personnel of the Contractor may not function as crossing guards without classroom and on-the-job training detailed in section IX "Training of Personnel".
- D. The Contractor shall establish operation regulations and general orders governing the conduct and procedures of crossings guards and shall inform the crossing guards as to said regulations and orders.
- E. The Contractor shall check the criminal records and shall not employ any individual who has been convicted of a Felony, Misdemeanor or Municipal violations, where the circumstances are substantially related to the particular job.
- F. The Contractor shall provide a refresher-training course for all crossing guards before the beginning of each school year.

X. Payment to Contractor

- A. As consideration for providing crossing guard services, the City shall pay to the Contractor the following sum for the hours worked by the Contractor's crossing guard employee:

\$18.11 per hour, effective 9/1/2016
\$18.38 per hour , effective 9/1/2017
\$18.65 per hour , effective 9/1/2018
\$18.92 per hour, effective 9/1/2019
\$18.99 per hour, effective 9/1/2020

- B. The Contractor shall bill the City each week and shall furnish an itemization of the hours charged. Such itemization is to include:
 - 1. Hours Worked
 - 2. Dates
 - 3. Names of Guards
 - 4. Locations
- C. Payment to Contractor is to be based solely on the itemization of hours and is to be made within thirty days after acceptance and verification by the City.

XI. Rights of City

- A. The City reserves the right to request and inspect the Contractor's employee qualifications, employee background checks, methods of assessing employees, general orders governing the conduct and procedures of employees, employment requirements, and standards for personnel hired as crossing guards.
- B. The Contractor will not be liable or deemed to be in default of this contract for any failure or any delay in rendering performance arising out of causes solely beyond its control or without its fault or negligence. Such causes may include, but are not limited to, acts of God or to the public enemy, weather, fires, floods, epidemic, or quarantine restrictions.

XII. School Cancellation

- A. In the event public or private school classes are cancelled due to an unscheduled school closing, and crossing guard services are not required payment shall not be rendered.
- B. Snow Days: Contractor must be able to be reached to receive notification of cancellation beginning at 5:00 a. m. 1-hour's notice is required to allow time to contact Contractor staff. Contractor will also require staff to monitor television, radio, or Internet transmissions for school closings during inclement weather.

XIII. Terms of Contract

- A. The term of this contract shall commence on September 1, 2016 and end August 31, 2021 with an option at the discretion of the City for up to three (3) one (1) year terms, by mutual consent of the Contractor and the City.
- B. This Contract shall inure to and be binding upon the successors or assigns of the parties hereto.

XIV. Assignment

The Contractor shall not assign this contract.

XV. Third Party Claims

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year first above written.

Twin City Security

City of Waukesha

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____