

**AGREEMENT BETWEEN THE CITY OF UNIVERSITY PARK AND  
ALL CITY MANAGEMENT SERVICES, INC.  
FOR CROSSING GUARD SERVICES**

This AGREEMENT made and entered into this September 10, 2013, by and between the CITY OF UNIVERSITY PARK a 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 three school-year period effective October 7, 2013 and terminating June 30, 2016, and for such term thereafter as the parties may agree upon.
2. The Contractor will provide sufficient personnel, equipped and trained in appropriate safety procedures, to assist pedestrians crossing City streets in designated marked crosswalks in the vicinity of the public schools in the City. The individual personnel assisting such pedestrians shall be 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 City of University Park.
4. If, at any time during the contract period, a party hereto questions the meaning or intent of any term of this Agreement, the party may contact the other party to discuss and resolve the meaning or intent of that term.
5. The City shall designate and advise the Contractor in writing of the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly equipped and trained for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guards are performing their functions 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 Contractor 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 the City of University Park.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of Texas and the City of University Park pertaining to general pedestrian safety in school crossing areas. The Chief of Police or his designee shall review and approve the content and sufficiency of such training

9. Crossing Guard Services shall be provided by the Contractor at the designated locations during the required hours on all days in which the designated schools in the City of University Park are in session. The Contractor also agrees to maintain communication with the designated school 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. 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 additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 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'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 by Certified Mail, Return Receipt Requested has been given to the Chief of Police, or designee for the City of University Park.
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 City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event 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 negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by 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, provided that if the City Council fails to include an appropriation for this service in the City's annual budget during a subsequent fiscal year, this Agreement shall automatically terminate as of the end of the then current fiscal year.

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. Subject to inclusion in the City's annual budget for years two and three of this Agreement, the City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Fifteen Dollars and Seventy Cents (\$15.70) per hour, per guard during years one and two of the term of this Agreement. Year three of the term shall be billed at a rate of Sixteen Dollars and Seventeen Cents (\$16.17) per hour, per guard. The City agrees to a minimum of 7,020 hours of service billed annually unless Contractor fails to provide service.
16. Payment is due to Contractor within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. The City of University Park shall have an option to renew this Agreement for an additional one year term at the year three price. In the event that this Agreement is extended beyond June 30, 2016, additional 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, to be effective October 7, 2013.

**City of University Park, Texas**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_