

City Clerk's Office Processing Form

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CITY OF KISSIMMEE

MAY 06 2021

CITY CLERK'S OFFICE

Do not write in this box.

Date: 04/27/2021

Requestor's Name: Judy Serrano Department: Police

Phone/Extension: 3248

Title of Document: All City Mgmt Services Contract

Project Name: n/a AUTHORIZATION TO EXTEND AND EXECUTE CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR SCHOOL CROSSING GUARD MANAGEMENT SERVICES

Number of Originals/Copies: 5

Requested Processing: (Please check all that apply)

☒ Agenda Date: 05/18/21 Item # 2021 Agenda Location (i.e. 7.F.) 7.D.

☒ Sign and Return – CA / CM / Mayor / City Clerk / Notary (please circle)

☐ Recording with Clerk of the Courts (Charge Department: _____)

☐ Vault Retention

☐ Laserfiche Scan and Retain

☒ Laserfiche Scan (Official Records) and Return

☐ Certified Copy (Resolutions / Ordinances)

7.D.

Comments:

Return document to: Police Judy Serrano
(Department) (Staff)

Number of originals/copies to be returned: 5

----- To be completed by the Clerk's Office -----

Processed by: Jazmen Kingston Date: 5/19/2021

☒ Complete; no additional action necessary. ☒ Jazzy King

☐ Please returned fully executed original to the City Clerk for scanning. Thanks.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated ~~June~~^{May} 18, 2021 and is between the CITY OF KISSIMMEE (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 term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide forty-two (42) or more personnel trained (by an FDOT certified Trainer) in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. 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 Kissimmee 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.
5. 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. If the Contractor fails to supply an immediate replacement and the City is forced to provide a temporary replacement, even for a short time period, the Contractor shall reimburse the City the going rate for a detail officer which is Forty-one Dollars (\$41.00) per hour for a minimum of two hours.
6. 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, codes and ordinances of the State of Florida and the City of Kissimmee.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws, codes and ordinances of the State of Florida and City of Kissimmee pertaining to general pedestrian safety in school crossing areas.

8. 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.
9. 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.
10. 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 \$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'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 of Kissimmee. 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 of Kissimmee.
11. 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) 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.
 - c) 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.

- d) 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 \$5,000,000 (Five Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. 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 of Kissimmee.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-one Dollars and Eighty-two Cents (**\$21.82**) per hour, per Crossing Guard during the term.
- Based upon a projected (23,784) hours of service the cost shall not exceed Five Hundred Eighteen Thousand Nine Hundred and Sixty-seven Dollars (\$518,967.00) per year. This pricing includes 180-day school year, SDOT annual re-certification training and summer school coverage.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. 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.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond June 30, 2022, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. Any modifications to this Agreement, including a renewal of this Agreement pursuant to paragraph 17, shall be in writing and executed by both parties to this Agreement.
19. 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. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have and maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.
20. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Osceola County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.
21. The prevailing party in any law suite shall be entitled to attorney's fees and costs including any appellate fees and costs.

22. 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.

[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 Kissimmee

All City Management Services, Inc.

By Olga Gonzalez
Signature

By [Signature]
D. Farwell, Corporate Secretary

Olga Gonzalez - Mayor/Commissioner
Print Name and Title

Date May 18, 2021

Date 4/30/21