



*Town of Highland Park, Texas*  
**PUBLIC SAFETY COMMITTEE**  
**A G E N D A**

8:00 AM  
June 3, 2014

4700 Drexel Drive  
Executive Conference Room

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- A. Review a proposal for contracting with All City Management Services to provide school crossing guard services.

**\*\*THIS MEETING IS OPEN TO THE PUBLIC. ACCORDINGLY, TOWN COUNCIL MEMBERS WHO ARE NOT APPOINTED TO THE PUBLIC SAFETY COMMITTEE MAY ATTEND. IN SUCH INSTANCE AND PURSUANT TO SECTION 551.001 ET SEQ. OF THE TEXAS GOVERNMENT CODE, THERE WOULD NECESSARILY BE A "MEETING" OF THE TOWN COUNCIL, AS THAT WORD IS DEFINED IN SECTION 551.001(4). THEREFORE, PROPER NOTICE FOR THIS POTENTIAL TOWN COUNCIL "MEETING" IS PROVIDED HEREIN.\*\***

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SPECIAL ACCOMMODATIONS FOR TOWN COUNCIL MEETINGS  
Let us know if you need special assistance of any kind.  
Please contact the Town of Highland Park Administrative staff at (214) 521-4161  
7:30 a.m. to 4:30 p.m., Monday through Friday.



## TOWN OF HIGHLAND PARK

### Agenda Briefing

Committee Meeting: June 3, 2014

Department: Public Safety

Director: Chris Vinson

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#### TITLE

Review a proposal for contracting with All City Management Services to provide school crossing guard services.

#### BACKGROUND

On April 24, the Public Works Committee recommended publishing a Request for Proposals ("RFP") for contracting our School Crossing Guard Program services to a private vendor. After giving the required legal notice, the RFP was published on May 1, 2014, and provided to nine vendors. Though we received several inquiries of interest, we ultimately received one proposal from All City Management Services ("ACMS").

ACMS has been in business for 28 years and is the only company that exclusively provides school crossing guards. They provide these services to over 150 entities, including the Cities of University Park and Carrollton. In reviewing their program summary, scope of work, approach and management plan, and field management program, this presents the Town an opportunity to further professionalize its school crossing guard services. The Town currently pays its guards \$14.00 per hour, and incurs an additional \$1.11 per hour for Medicare, FICA, and Workers' Compensation insurance premiums, bringing the total salary to \$15.11 per hour. In addition to these salary-related costs, the Town provides uniforms and equipment, physical examinations, background investigations and drug screenings. The most significant unplanned direct cost in the program this year is related to a Workers' Compensation claim, for which the Town has paid \$50,000.

The most significant indirect cost is that of providing fill-ins when a guard is absent or calls in sick. This year, uniformed patrol officers and DPS staff will use approximately 180 hours of their scheduled work time acting in the capacity of school crossing guard. This translates to police officers no longer being available to perform their normal duties such as answering calls for service, conducting preventive patrol, responding to emergencies, or working to slow down traffic in these same school zones. Additional indirect costs include the staff's time to manage the program.

ACMS is a full-service contractor that will assume responsibility for the entire School Crossing Guard Program. The DPS Administrative Services Supervisor will be assigned to manage this contract and ensure that the services provided meet the expectations of the Town. ACS will maintain local supervision and meet with school and DPS representatives on a regular basis. They will provide a pool of relief crossing guards shared with University Park to ensure adequate coverage.

When contacting references, ACMS was consistently described as safety focused, incredibly responsive to all needs, quick to respond to any issue that arose whether related to billing or personnel, and providing excellent service, training, oversight, and knowledge from front line employees to area managers and company executives.

By contracting with ACMS, the Town will be able to continue to provide excellent service with a reduction in liability, have a ready pool of relief guards which will allow the staff to focus on their primary job functions, and ensure patrol officers are available to answer calls for service, conduct preventive patrol, respond to emergencies and provide traffic enforcement in those same school zones.

## **RECOMMENDATION**

The staff recommends contracting our School Crossing Guard Program to All City Management Services.

## **FINANCIAL IMPACT**

ACMS will charge the Town a rate of \$19.59 per hour. The cost to cover 10 locations for 3.5 hours a day for a total of 175 school days would be \$119,989. This contract rate would remain the same for the first two years, and then increase, based upon the Consumer Price Index. Historically, this has translated to an increase of approximately 2%. For the current school year, direct costs to the Town for the School Crossing Guard Program are anticipated to be \$100,237.55 plus \$50,000.00 for a Workers' Compensation claim. Indirect costs for staff time to manage the program and lost time for relief crossing guards equates to an additional \$12,950.00, bringing the true cost of this year's program to \$168,187.55.

The Texas Municipal League ("TML") considers the position of school crossing guard to be a high risk position with an increased claim potential due to the work site and the activities involved. They also cite claims being generally more expensive due to the nature of injury. ACMS will assume this risk by providing Workers' Compensation insurance as well as assuming associated liability through providing liability insurance.

## **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> <a href="#">Highland Park Program Summ.doc</a>	Program Summary
<input type="checkbox"/> <a href="#">Highland Park, TX Scope of Services.doc</a>	Scope of Services
<input type="checkbox"/> <a href="#">Highland Park Approach and Management.doc</a>	Approach and Management
<input type="checkbox"/> <a href="#">Highland Park Field Mgmnt.doc</a>	Field Management
<input type="checkbox"/> <a href="#">Highland Park, TX Proposed Hourly rate.doc</a>	Proposed Hourly Rate
<input type="checkbox"/> <a href="#">JS- HP SCG Program Cost Analysis.xlsx</a>	Cost Analysis

[Highland Park Contract.doc A.doc](#)

ACMS Contract



# ALL CITY MANAGEMENT SERVICES

## Program Summary

With 28 years of experience exclusively providing Crossing Guard services ACMS clearly understands the privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically we will address our **orientation, training, recruitment** and **staffing** plan for the Highland Park, TX Crossing Guard Program.

In assuming control of the Highland Park Crossing Guard Program we first set-up an **orientation** and **training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization without a loss of compensation to the guards. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss, our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary to address the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected we proceed with a training session for all current and prospective Crossing Guards.

**Training-** Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations and responsibilities of a School Crossing Guard. To that end, we have consolidated almost 25 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, courtesy in public interactions, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation and possibly show a training video. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a 1 to 2 hours time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques and policies. Additionally, training will be conducted on the importance of courtesy, reporting harassment as well as child safety. A refresher is done annually for all guards.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** 30 to 60 days after their initial employment. Courtesy to the public is an important factor in the performance evaluation of all ACMS Crossing Guards. The specific requirements of the Town of Highland Park will be integrated into each guards training and evaluation.

The Supervisor conducts Site Performance Evaluations at the intersection the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" two times during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days by another Supervisor or Operations Manager.

Within the first year of employment all Crossing Guards must also complete **Safety Certification**. This is a two-part test consisting of a written test and a field observation. Each employee must successfully pass the written portion of the test. The field observation is an unannounced visit by a Supervisor or Field Observer to observe the Crossing Guard while pedestrians are crossing. Success at this point is contingent upon the Guards' ability to give verbal instruction and control the pedestrians in a courteous manner.

## **Highland Park Scope of Services**

As the largest private employer of School Crossing Guards in the nation, All City Management Services (ACMS) fully understands, and is experienced at providing, the scope of services required for this **Town of Highland Park** project. Additionally, the fact that Crossing Guards are our only product allows us to focus all of our resources on program development, management, training, supervision and client support. For over 28 years our satisfied clients and the communities we serve have become the beneficiaries of our single-minded approach to this industry.

Our business model assumes complete responsibility for the challenges associated with the development and operation of a successful School Crossing Guard Program. We would offer continued employment at current wage rates (not to exceed \$14.00) to all qualified individuals currently serving as Crossing Guards. New Hires will be paid a minimum of \$12.50 per hour and receive annual step increases of (\$0.50) until the \$14.00 wage rate is reached. All Crossing Guards are considered ACMS employees and would become our responsibility at the beginning of the contract period. ACMS understands it is also responsible for all recruitment efforts, background clearance, hiring, training, payroll functions, personnel coordination, supervision, problem resolution, and safety inspections. We will also develop and maintain effective communications with appropriate staff at individual school sites. Additionally, ACMS understands the need to report to and work at the direction of the designated Highland Park representative including the removal of personnel deemed unacceptable by the Town.

ACMS will provide all necessary safety equipment including MUTCD mandated stop signs, ANSI II compliant retro reflective vests, whistles and high visibility rain coats at no additional cost to the City. Crossing Guards will adhere to ACMS dress code which indicates black, navy or tan pants, shorts or skirt and white collared tops with short or long sleeves.

We understand and are experienced at providing the unique requirements of a successful Crossing Guard program:

- ACMS will establish a single management point of contact for communication and coordination of contractual and operational issues
- ACMS will meet and exceed the supervisory expectations
- ACMS will submit for approval planned Orientation Meetings, training standards and training content consistent with State of Texas and Town of Highland Park law governing pedestrian traffic. Traffic direction training to be the responsibility of the Town.
- ACMS Area Supervisor will meet at least monthly with designated staff at school sites
- ACMS management will establish quarterly reviews with Highland Park for program quality assurance.

- ACMS will engage in ongoing recruiting efforts and will meet Town of Highland Park screening / hiring standards and maintain an applicant pool
- ACMS will provide 10 Crossing Guards and a pool of substitutes with approved background checks to perform the duties of a crossing guard per the RFP.
- ACMS will provide coverage during the hours of service requested by the Town and understands the need for flexibility given early release days and school schedule changes

It is our understanding that the initial service term of contract shall begin on August 25, 2014 or sooner. After contract year two, the contract may be renewed by the mutual written agreement of both parties for two (2) additional two (2) year terms.

## Highland Park Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. Our Director of Operations and the Operations Manager work together (with input from the **Town of Highland Park** ) to establish specific program objectives and expectations. These Senior Managers then work directly with your local Area Supervisor to implement the management plan. The Area Supervisor is responsible for the direct management of the Crossing Guards and together they ensure Highland Park operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

It is important to note that the Operations Manager (who will serve as Program Manager) has, at their direction, a group of individuals who work independently to provide quality control of field operations. These individuals are trained and deployed (if needed) to make unannounced observations of Crossing Guards at work and report on their compliance with established Highland Park and ACMS policies and procedures. Assurance that operational standards are being met is accomplished with this regular independent cross-checking of field operations.

Crossing Guard performance and compliance with safety standards is accomplished through regular site visits by your Area Supervisor. In addition to verbal training and counseling, the Supervisors are supported by the use Field Training Check Lists, Field Training Cards, Site Performance Evaluations, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the Highland Park representative. ACMS has developed performance standards and training procedures that have been solicited by **Safe Routes to School** personnel and are now being incorporated into the soon to be released California **Safe Routes to School** Crossing Guard Training Guidelines.

Background checks and fingerprinting will be completed on all potential employees as allowed by Texas state law. Completed fingerprint ID cards will be forwarded to the Highland Park representative within 5 working days. Successful completion of the background check, employment or personal reference checks and (E Verify) Social Security verification is required prior to the employee being hired.

Internal minimum passing standards would prevent any person from working as a Crossing Guard for the Town of Highland Park program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct which requires registration under Texas Penal Code (or any state)
- Any offense involving the use of force or violence upon another person;

- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of controlled a substance
- Conspiracy or attempt to comment any of the aforementioned offenses.

Summary reports of background clearance on employees within the Highland Park Crossing Guard program will be regularly available to the Highland Park representative.

Communications with individual school sites is facilitated by Area Supervisor. Personal visits are made regularly to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Any sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. If needed these staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

## Highland Park Field Management

The most significant resource ACMS brings to any School Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. Our managers benefit from a “Team Concept” which allows geographic regions to work cooperatively to best meet the variable demands of all programs. This team consists of Area Supervisors, Regional Managers, Operations Managers, a Director of Operations and a General Manager. The following is a brief synopsis of the respective duties of each.

**Area Supervisor (TBD):** will handle all aspects of the day-to-day management of the 10 Crossing Guards and alternate pools. With support from the Operations Manager they typically recruit, hire, train and provide personnel management for all the sites they oversee. Area Supervisors are responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. They will meet with school staff monthly and Town of Highland Park staff at least quarterly to ensure client satisfaction.

**Operations Manager (John Dotson):** John has over 8 years experience in this industry. He will provide training and support for all local supervisory personnel. He will interface with Highland Park, as well as school personnel as needed. He will assist in the hiring of all Area Supervisors and Crossing Guards as well as the development and implementation of training programs and certification standards. Oversees the performance of Area Supervisors and ensures compliance with Company standards and Highland Park expectations. Reports directly to the Director of Operations.

**Director of Operations (Pat Pohl):** Pat has 19 years experience in this industry. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with the Operations/Project Manager to ensure all standards are being met. Responsible for the initial training and orientation for all new client programs. Reports directly to the General Manager.

**General Manager (Baron Farwell):** Baron has over 21 years experience in the industry. Responsible for overall contract compliance. Works with the Director of Operations on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations, finance, marketing and administrative staff. He has overall responsibility for every aspect of our service.



# ALL CITY MANAGEMENT SERVICES

## Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **Town of Highland Park, TX** Crossing Guard Program.

**Proposed Hourly Billing Rate:** Nineteen dollars and Fifty-nine cents (**\$19.59**) per hour, per guard; This pricing is based upon 10 crossing guards compensated \$14.00 per hour an average of 3.5 hours per day for 175 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 6,125 hours annually we project a **Not to Exceed Price of \$119,989** for each contract year one and two.

After contract year two (2), the hourly rate would be subject to an increase as indicated by the CPI, changes in workers compensation rates, liability insurance, state labor laws and/or other cost factors. If a price increase is indicated, ACMS would submit a letter of intent to raise prices (with justification) at least 60 days in advance of the end of the second contract year. While historically our price increases have averaged approximately 2% every two (2) years, any new terms/pricing would be established by mutual consent of both the Town and ACMS.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. Payment is due thirty (30) days after receipt of a properly prepared invoice. **Highland Park** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the Town.

The hourly rate does not include additional safety equipment, crosswalk delineators or safety devices. If the Town should desire any such additional equipment the additional cost would be billed to the Town.

## ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: [www.thecrossingguardcompany.com](http://www.thecrossingguardcompany.com)

24 Hour Emergency Dispatch: 877.363.2267

General Manager cellular number: 310.877.7336

Email address: [baron@thecrossingguardcompany.com](mailto:baron@thecrossingguardcompany.com)

General Manager: Baron Farwell

Director of Operations: Patricia Pohl: [pat@thecrossingguardcompany.com](mailto:pat@thecrossingguardcompany.com)

Director of Marketing: Harlan Sims: [harlan@thecrossingguardcompany.com](mailto:harlan@thecrossingguardcompany.com)

Director of Finance: Phil Lalalde: [phil@thecrossingguardcompany.com](mailto:phil@thecrossingguardcompany.com)

<b>Updated 5-19-14</b>	<b>School Crossing Guard Program Operating Cost Analysis</b>		
	<b>Insourced</b>		<b>Outsourced - ACMS</b>
			<b>FY 2014-15</b>
<b>Annual Direct Labor Costs</b>			
Work/School Days per Year	175		175
Number of SCG Personnel	10		10
Hours Worked per Day per Guard	3.5		3.5
Total Hours Worker per Year	6125		6125
Hourly Pay Rate	\$ 14.00	Estimated Vendor Billing Rate	\$ 19.59
Actual Gross Pay	\$ 85,750.00		
Overtime for Relief Guards	\$ 1,003.55		
Actual Medicare/SS (FICA)	\$ 6,636.00		
Actual TML	\$ 158.00		
Subtotal A	\$ 93,547.55		
Uniforms & Equipment	\$ 4,410.00		
Physicals & Drug Screen	\$ 2,280.00		
Subtotal B	\$ 6,690.00		
<b>Direct Program Costs</b>	<b>\$ 100,237.55</b>	Estimated Vendor Pricing to HP	<b>\$ 119,989.00</b>
<b>Annual Indirect Overhead Costs</b>			
Admin Services Related Costs			
Payroll (13 hours per year)	\$ 650.00		
Training (22 hours per year)	\$ 1,100.00		
Quartermaster (16 hours per year)	\$ 800.00		
Other Admin (28 hours per year)	\$ 1,400.00		
*Cost of Lost Time for Relief Crossing Guards	\$ 9,000.00		
<b>Indirect Program Costs</b>	<b>\$ 12,950.00</b>		

Program Costs Less Worker Comp Claim	\$ 113,187.55	Estimated Vendor Pricing to HP	\$ 119,989.00
Risk Related Costs (1 W/C claim)	\$ 50,000.00	(Actual Amt Incurred = \$67,557)	
<b>Total Program Cost:</b>	<b>\$ 163,187.55</b>	Estimated Vendor Pricing to HP	<b>\$ 119,989.00</b>
Approximatley 60 hours per year of LOST PATROL TIME			
Officers DO NOT work traffic enforcement in school zones when assigned to crossing guard location.			
*Guards miss an average of 20 hours per month for a total of 180 hours per year. The average cost per hour (salary + FICA, medicare, workers' comp insurance) for Support Services personnel and patrol officers to fill in is approximately \$50.00 per hour.			



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

This AGREEMENT made and entered into this June 9, 2014 by and between the Town of Highland Park hereinafter called the "Town", 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 August 25, 2014 and ends on June 30, 2016 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide 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 Town.
3. The Town's representative in dealing with the Contractor shall be designated by Town of Highland Park.
4. If, at any time during the contract period, the Town questions the meaning of any item of this Agreement, the Town may contact the Contractor for interpretation of that item.
5. The Town 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 the Town of Highland 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 Town of Highland Park 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. 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 Town a Certificate of Insurance naming the Town 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 \$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 Town and shall not call on the Town's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Town, its officers, agents and interest of the Town. 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 designee for the Town of Highland Park.
12. **Contractor agrees to indemnify the Town, 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 Town, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.**
  - c) **In the event Town, 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 Town, its officers, agents, or employees, any and all costs and expenses incurred by the Town, 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 Town.
15. The Town agrees to pay the Contractor for services rendered pursuant to this Agreement the sum Nineteen Dollars and Fifty-nine Cents (**\$19.59**) per hour, per guard during year one and two of the contract period. This pricing is based upon 6,125 billing hours per school year, unless Contractor fails to perform service.
16. Payment is due Contractor within thirty (30) days of receipt of Contractor's properly prepared invoice
17. The Town shall have an option to renew this contract for two additional two year terms. In the event this Agreement is extended beyond June 30, 2016, the compensation and terms for services shall be established by the mutual consent of both parties.

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

**Town of Highland Park**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Joel T. Williams, III, Mayor

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

Date \_\_\_\_\_

Date \_\_\_\_\_