

Resolution of the Demarest Governing Body

Resolution No. 112-23

August 14, 2023

Council Member	Motion	Second	Yes	No	Abstain	Absent
Jiang			✓			
Fox	✓		✓			
Marks		✓	✓			
Slowikowski			✓			
Hamilton						✓
LaPira			✓			

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CROSSING GUARD SERVICES

WHEREAS, Crossing Guard Services, LLC is a limited liability company providing municipalities with crossing guards at designated times and locations as requested by the Borough (the "Company"); and

WHEREAS, the Borough is in need of crossing guards to serve the Borough; and

WHEREAS, the Company has presented an Agreement to the Borough whereby the Company shall screen and hire crossing guards to serve the Borough at times and locations as determined by the Borough (the "Agreement"); and

WHEREAS, the Agreement provides that all current persons serving as crossing guards for the Borough will be offered employment through the Company before any new crossing guards are assigned to the Borough; and

WHEREAS, the Agreement further provides that the Company shall perform background checks and pre-employment screening prior to hiring any individual to serve as a crossing guard for the Borough and will further provide any substitute crossing guards in the event an assigned crossing guard is unable to work on a particular day/time; and

WHEREAS, the Agreement is for a term of three years and the Company shall be compensated at a rate of \$36.22 per hour per crossing guard (with each crossing guard being paid a minimum hourly rate of \$24.39); and

WHEREAS, it is in the best interest of the Borough to authorize the Mayor to execute the Agreement.

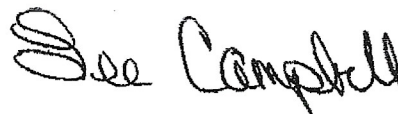
NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Demarest that the Mayor is authorized to execute an Agreement with Crossing Guard Services, LLC and to pay the Company an hourly rate of \$36.22 per crossing guard.

CERTIFICATION OF CFO

I, Cameron Kang, do hereby certify the availability of funds for the expenditure referenced herein.

CERTIFICATION

I, Lee Campbell, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 14, 2023.



Lee Campbell, Acting Borough Clerk



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 15, 2023 and is between the BOROUGH OF DEMAREST (hereinafter called the "Borough"), and CROSSING GUARD SERVICES LLC, a Connecticut company (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 August 1, 2023 and ends on July 31, 2026 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". Contractor will perform criminal background checks, physical examination 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 Borough.
3. The Borough's representative in dealing with the Contractor shall be designated by Borough of Demarest.
4. The Borough shall determine the days, times, and 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.
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 of the state in which the Services are to be performed.
7. The Contractor shall only appoint/hire any individual as a school crossing guard, who at a minimum:
 - a. Is a citizen and resident of this State;

- b. Is sound in body and of good health;
 - c. Is of good moral character; and
 - d. Has not been convicted of any criminal offense involving moral turpitude or any other offense which relates to the requirements of a school crossing guard such that the individual is deemed disqualified.
8. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas. Such training shall consist of a minimum of two hours of classroom instruction which shall include information on methods of traffic control and the duties and responsibilities of adult school crossing guards and a minimum of 20 hours of field training in which the trainee shall be supervised by an experienced adult school crossing guard.
9. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days and times in which school is in session in the area under Borough's jurisdiction as well as any requested special events throughout the year. The Contractor also agrees to maintain communication with the Borough's representative 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 Borough a Certificate of Insurance naming the Borough 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 \$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 Borough and shall not call on the Borough's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Borough, its officers, agents and interest of the Borough. 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 Borough.
12. Contractor agrees to defend, indemnify and hold harmless the Borough, 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 Borough, 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 Borough, its officers, agents, or employees, any and all costs and expenses incurred by the Borough, 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 gross negligence or omission or the willful misconduct of Borough, liability will be apportioned between Contractor and Borough based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify Borough will be limited accordingly.
 - d. Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Borough 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 \$2,000,000 (Two Million Dollars).
13. Either party shall have the right to terminate this Agreement by giving thirty (30) days written notice to the other party.
 14. 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 Borough.
 15. The Borough agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-six Dollars and Twenty-two Cents (\$36.22) per hour, per Crossing Guard during the contract period. The Crossing Guard will earn a minimum of Twenty-four and Thirty-nine Cents (\$24.39) per hour.
 16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
 17. The Borough may request a price increase to the Crossing Guard's rate at any time. The Borough's rate will be calculated by taking the requested Crossing Guard's rate and multiplying by 1.485.
 18. The 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 Borough with 60 days- notice of its request to increase pricing. Borough agrees to review and respond to said notice within 30 days of receipt.
 19. The Borough shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
 20. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of laws.
 21. 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 of New Jersey , 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.

BOROUGH

CONTRACTOR

Borough of Demarest

Crossing Guard Services LLC

By 
Signature

By 
Signature

Anthony Dimitriadis, Police Chief

Adam Bryan - President
Print Name and Title

Date 08/18/23

Date 8/18/23