

CROSSING GUARD AGREEMENT
School Year 2023-2024

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2023-2024 and is made effective as of the date of execution by the latter-signing party.

WHEREAS, it is the objective of the Parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Crossing Guard Assignment: The City’s Police Department (“MPD”) shall provide no more than fifteen (15) crossing guards (“Crossing Guards”) to the Board of Education for placement within various Madison City Schools from August 3, 2023, through May 22, 2024.
2. Crossing Guard Duties: Crossing Guards shall provide pedestrian and vehicular traffic control services on the roads and rights of way adjoining school properties at the beginning and end of each school day, or at other times upon which the Parties mutually agree.
3. Chain of Command: The placement and day-to-day assignment of each Crossing Guard is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. Crossing Guards shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. MPD shall keep records of Crossing Guard performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. Compensation: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:
 - a. The City shall ensure that Crossing Guards complete a practical training program covering techniques and procedures used to safely and effectively direct traffic, as well as the proper wear and use of safety equipment.
 - b. The City shall provide Crossing Guards with uniforms and reflective safety apparel. The City may also supply Crossing Guards with any other equipment that it determines to be necessary to complete the duties specified in this Agreement.
6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement.
7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination

of the Agreement by the Board. No other liability related to such termination shall accrue to either party.

11. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

**CITY OF MADISON, ALABAMA,
a municipal corporation**

ATTEST:

By: _____
Paul Finley, Mayor

By: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

**STATE OF ALABAMA)
COUNTY OF MADISON)**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

Crossing Guard Agreement
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