



LIBRARY SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between the **CITY OF BILLINGS PARMLY LIBRARY, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and Guardian Security & Investigations, Inc., of the State of Montana, P.O. Box 80633, Billings, Montana 59108, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform Library Security Guard Services described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Effective Date:** This Agreement is effective July 1, 2012, and will terminate on June 30, 2013. The parties may extend this agreement, by mutual concurrence, for two (2) one-year terms, in writing, prior to its termination.

3. **Scope of Work:** The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. **Payment:** City agrees to pay Contractor \$17.90 per hour per officer for the work describe in the Scope of Work – Exhibit A. Each month the Contractor shall present an invoice to the City describing the work for which it seeks payment and documenting the hours worked by the security officer in the previous month. One officer will be assigned to the facility unless the parties mutually agree in writing to assignment of additional officers.

Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City’s



personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnity and Insurance: Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide at its own expense the City with proof of Commercial General Liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence, as well as Commercial Automobile Liability insurance in the minimum amount of \$1.5 million per occurrence, naming the City as an additional insured. The insurance must be in a form suitable to City.**

8. Compliance with Laws: Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

10. Nondiscrimination: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. Default and Termination: Either party has the right to cancel and terminate this Agreement forthwith upon giving thirty (30) days written notice.

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for and the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party, the other party may, at its option, terminate this Agreement and be released from all obligations. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any



other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Liaison: City's designated liaison with Contractor is Administrative Coordinator Mary Murphrey and Contractor's designated liaison with City is Gary Gahagan.

13. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. Successors and Assigns: Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.



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

CITY OF BILLINGS, MONTANA

Guardian Security & Investigations Inc.
CONTRACTOR

By _____
THOMAS W. HANEL, MAYOR

By _____
GARY GAHAGAN, CEO

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney



EXHIBIT A

SCOPE OF WORK

Contractor will provide one (1) security guard on the Library's property at 510 North Broadway according to the following schedule:

On days that the Library is open, the duty schedule shall be as follows,

Monday-Thursday	7:30 a.m. – 9:30 p.m.
Friday	7:30 a.m. – 6:30 p.m.
Saturday	7:30 a.m. – 5:30 p.m.
Sunday	12:30 p.m. – 5:30 p.m.

Contractor and Library may adjust this schedule by mutual written agreement.

The Library is closed on City legal holidays and on Sundays from Memorial Day through Labor Day. Security coverage will not be required on these days.

Security coverage will include, but not be limited to, patrol of the grounds and parking lots, the perimeter of the Library facility, and all publicly accessible interior areas of the facility while open, and other security duties as assigned by the Library Director.

Patrol duties will include, but not be limited to, observing, and intervening to address, criminal activities and violations of the Library's policies and guidelines for conduct; checking all doors and elevators for appropriate lock status; and other activities to enhance the safety and security of Library facility.

The Contractor shall provide, at its expense, uniforms approved by the Library, for all Library security officers.

In addition, Contractor will make provisions for radio or cellular telephone contact with Library staff in a form approved by the Library. Security agents will be required to respond immediately upon contact by staff through this or other means.

Security agents will maintain regular communication with Library managers and/or designated staff, including submission of detailed daily reports in a form approved by the Library.

Although no regular comprehensive coverage of the facility is desired beyond the hours noted



above, Contractor will provide random checks of the exterior and grounds of the facility from three (3) to six (6) times per evening, including days when the Library is closed, and will monthly provide to the Library written documentation of the checks.

The Library agrees to notify Contractor as soon as possible of any changes in procedures that might affect the Library's security or the security officer's performance in their duties.