



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adult Crossing Guard Agreement Review and Status of Locations Recently Studied for Adult Crossing Guards

MEETING DATE: December 4, 1991

PREPARED BY: Public Works Director

RECOMMENDED ACTION: None. Information only.

BACKGROUND INFORMATION: Staff has been directed by the Council to work with the school district on a possible modification to the Adult Crossing Guard Agreement to allow more flexibility in sharing costs at locations that are "close" to the Caltrans criteria.

This item was scheduled for the November 20 Council meeting and was deferred in order to allow time for another meeting with LUSD management staff. A meeting was held in which we discussed this change plus additional possible revisions to the agreement. Also, the Finance Department has been in discussion with the LUSD business office regarding possible changes in billing and reimbursement procedures.

Since it would be desirable to address all these changes in one modification to the agreement, we will need additional time and plan to return to the Council in early 1992 with this item. If the Council has any additional input after reading the November 20 council communication on this subject, this could be discussed at the December 4 meeting. Otherwise, no discussion is necessary.

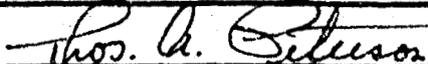
FUNDING: None


Rick C. Worsk Director

Prepared by Richard C. Prima, Jr., Assistant City Engineer

JLR/RCP/lm

cc: LUSD, Terry Heath
Finance Director
Police Chief
Concerned citizens

APPROVED: 

THOMAS A. PETERSON



CITY COUNCIL

DAVID M. HINCHMAN, Mayor
JAMES W. PINKERTON, Jr.
Mayor Pro Tempore
PHILLIP A. PENNINGO
JACK A. SIEGLOCK
JOHN R. (Randy) SNIDER

CITY OF LODI

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ALICE M. REIMCHE
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City Attorney

December 2, 1991

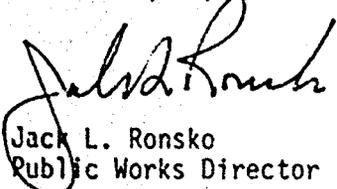
SUBJECT: Adult Crossing Guard Agreement Review and Status of Locations
Recently Studied for Adult Crossing Guards

Dear Concerned Citizen:

Enclosed is a copy of background information on an item that will be discussed at the City Council meeting on Wednesday, December 4, 1991, at 7:30 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street. You are welcome to attend.

If you wish to communicate with the City Council, please contact Alice Reimche, City Clerk, at (209) 333-6702.

If you have any questions about the item, please call Richard Prima, Jr. or me at (209) 333-6706.


Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk ✓
LUSD, Terry Heath
LUSD, Joan Pipes
LUSD, Sam Swofford
LUSD, Frank Biglow



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adult Crossing Guard Agreement Review and Status of Locations Recently Studied for Adult Crossing Guards

MEETING DATE: November 20, 1991

PREPARED-BY: Public Works Director

RECOMMENDED ACTION: That the City Council review the possible modification to the existing Adult Crossing Guard Agreement between the City of Lodi and the Lodi Unified School District and take the appropriate action.

BACKGROUND INFORMATION: As requested by City Council, staff has continued to work with the Lodi Unified School District regarding adult crossing guards and the existing Adult Crossing Guard Agreement between the City and the school district. This report includes discussion of the Adult Crossing Guard Agreement and a review of the status of recent adult crossing guard studies performed due to the elimination of student busing within the city limits.

ADULT CROSSING GUARD AGREEMENT

City staff and a school district representative have recently met to determine what changes could be made to the existing Adult Crossing Guard Agreement (Exhibit A) as it relates to funding of crossing guards. Council questioned the possibility of sharing the cost of Adult Crossing Guards with the school district depending on how close the actual counts are compared to the minimum requirements indicated by Caltrans. As an example, a variance of 5% and 10% from the existing Caltrans guidelines was used to determine the effect on the distribution of funding between the City and school district. Locations previously surveyed by the City have been used as examples. The results are shown on Exhibit B.

◦ Study Results

As indicated on Exhibit B, using a 5% to 10% variance from the existing Caltrans guidelines would result in an increase in funding by the school district. Assuming a 50/50 funding split between the City and school district for locations falling within these variances, the increase in financial responsibility to the school district would be equivalent to one additional adult crossing guard. The City's financial responsibility would decrease by that same amount. None of the locations previously studied by the City, which do not have crossing guards, were affected by applying these variances to the counts taken.

APPROVED: _____

Thomas A. Peterson

THOMAS A. PETERSON



◦ Discussion/Recommendation

Although the study results indicate an increase of financial responsibility to the school district, the odds are that in time the proportion of funding between the City and the school district will even out. By allowing a 5% or 10% variance, the minimum requirements established by Caltrans will be lowered. This would eventually result in an overall increase in the number of Adult Crossing Guards. Locations that do not meet Caltrans guidelines but fall within the variance would be eligible for an Adult Crossing Guard. Since the idea **was** to share funding and not lower the guidelines for Adult Crossing Guards, staff does not feel this is a reasonable solution and recommends that no policy changes be made to the existing agreement. However, staff does recommend updating this 1986 agreement in the following areas:

- Funding, Section 2C(3) - The maximum annual cost for an adult crossing guard has increased from \$3,000 to \$5,000.
- Salaries, Section C and D - September 1 was used as a reference point during the traditional school year. With the implementation of year-round school, and to coordinate with our budget preparation, a more appropriate reference point would be January 1.

Staff will also be contacting the school district regarding notification to the City for **any** salary changes or other pertinent modifications. Upon Council's approval of these proposed updates, staff will revise the agreement for City Council and school district review.

ADULT CROSSING GUARDS STUDIES - The following locations have been recently studied due to the elimination of student busing within the city limits. The status of these study locations is shown below:

◦ Lawrence School/Lockeford Street

In July 1991, City Council approved an adult crossing guard on Lockeford Street for students attending Lawrence Elementary School. Public Works staff has met with the school district to **determine** the most appropriate intersection along Lockeford Street to place the crossing guard. Both the school district and Public Works staff agreed that the crossing guard should be placed at Washington Street. This crossing location was chosen because it takes advantage of existing sidewalks in the area and because placing the crossing guard at Calaveras Street would encourage students **to** cross at uncontrolled sections of the Southern Pacific Railroad tracks parallel to Lockeford Street.

If there was a desire to prevent **all** students from crossing these Southern Pacific Railroad tracks, a fence would be needed. Staff has prepared a cost estimate for the installation of a 6' high chain link fence along the southern boundary of the Southern Pacific Railroad Company property from Cherokee lane to Central Avenue

Adult Crossing Guard Agreement Review and Status of Locations
Recently Studied for Adult Crossing Guards
November 20, 1991
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and from Rush Street to Washington Street (Exhibit C). This fence would force students to cross Lockeford Street either at Washington Street or at the traffic signal at Cherokee Lane. The cost of the installation of this fence is approximately \$25,000. The school district has notified parents to have their children cross Lockeford Street only at Washington Street or at Cherokee Lane while going to and from school. School district officials have indicated that the notices, as well as direct contact with the parents and students, has had little effect in the reduction of crossings at Calaveras Street.

◦ Lawrence School/Turner Road

With the low number of students north of Turner Road in this area, an adult crossing guard was not warranted and is not practical. Since the intersection of Turner Road and Stockton Street is slated for a traffic signal, and will serve a majority of the homes in the area, staff will bring this item up when the Street Capital Improvement Program is presented later this year.

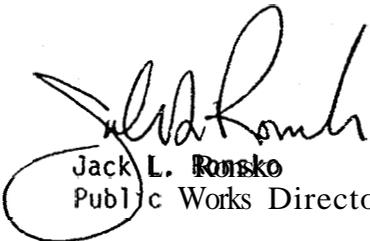
- Heritage School/Cherokee Lane at Hale Road
- Erma Reese School/Lower Sacramento Road at Elm Street

Staff recently resurveyed these locations for adult crossing guards. The results were again below the minimums specified by Caltrans and were not approved by the City Council. LUSD is currently funding adult crossing guards at both of these locations and will continue to do so until June of 1992. The school district has not determined if funding will continue past that time.

At this time, staff has no plans to resurvey the locations that did not meet adult crossing guard guidelines. However, staff is currently conducting a study for the installation of a traffic signal(s) on Cherokee Lane between Lodi Avenue and Kettleman Lane. This would provide a signalized crossing location for pedestrians destined for Heritage School as well as commercial businesses on Cherokee Lane. The Cherokee Lane study will be presented to Council in December of this year. Also, as previously mentioned, a traffic signal is warranted at the intersection of Turner Road and Stockton Street which will serve Lawrence School pedestrians. The exact scheduling and funding of these signals should be addressed as part of the Street Capital Improvement Program which should be to the Council soon after the first of the year.

Adult Crossing Guard Agreement Review and Status of Locations
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November 20, 1991
Page 4

FUNDING None



Jack L. Ronsko
Public Works Director

Prepared by Rick Kiriu, Senior Engineering Technician

JLR/RSK/lm

Attachment

cc: City Attorney
Police Chief
Street Superintendent
Assistant Civil Engineer - Traffic
LUSD - Swofford
LUSD - Pipes
LUSD Police Services - Biglow
LUSD - Heath
Concerned citizens

A G R E E M E N T

THIS AGREEMENT made and entered into this 11th day of April, 19 86, by and between LODI UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (hereinafter "School District") and the CITY OF LODI, a municipal corporation of the state of California (hereinafter "City").

WHEREAS, City has a statutory duty under Education Code Section 45452 to reimburse school District for the *costs* of employing school crossing guards if the requisite criteria are met; and

WHEREAS, School District has determined that certain school crossing(s) may be eligible for school crossing guards under Education Code Section 45452;

NOW, THEREFORE, it is hereby agreed as follows:

1. REQUEST

When the School District determines a school crossing may be eligible for adult crossing guards, it shall request in writing, the City to conduct the necessary studies. The request shall cite location, reasons for request, and peak hourly pedestrian time periods. The request shall also include current controls and contact person for the specific location.

2. STUDY PROCESS

A. Data Collection

Upon receipt of written request, City staff shall conduct the necessary studies. The study shall be conducted in accordance with current traffic engineering practices and procedures. It shall include, but not be limited to, the following:

- (1) Traffic Volumes
- (2) Accident History
- (3) Pedestrian Counts
- (4) Roadway Geometrics

B. Analysis

Conditions defined by the data shall be measured against the warrants for adult crossing guards contained in the then current edition of the Traffic Manual published and adopted by the State of California.

C. Funding

(1) It is agreed that the City will fund adult crossing guards at any school crossing which meets the criteria set forth above.

(2) The City shall not be required to fund adult crossing guards at any school crossing which does not meet these criteria.

(3) The City shall pay to the School District a maximum of \$3,000 per eligible adult crossing guard location for the 1985-1986 school year. As set out in section 3, subsection D. of this Agreement, District shall notify City of its expected costs for 1986-1987 school year and each year thereafter.

3. EMPLOYMENT

A. Standards

It is agreed that the School District shall be responsible for the hiring of the adult crossing guards. Adult crossing guards shall be considered the employees and agents of the School District. The City shall assume no liability for the actions or conduct of any School District employees, including but not limited to, the adult crossing guards.

B. Training

The School District shall be responsible for the training of persons employed as adult crossing guards.

C. Salaries

Establishment of wages for the position shall be by the School District. The School District shall on September 1 of each year file with the City a copy of its Classified Salary Schedule to be in effect for the following twelve (12) months. The School District shall immediately notify the City of any amendments to this schedule as said amendments pertain to the classification of Adult Crossing Guard-

D. Work Program

The School District shall on September 1 of each year file with the City a work program for the following twelve (12) months for the classification of Adult Crossing Guard. This work program shall include the following information

concerning each adult crossing guard authorized under the terms and conditions of this agreement:

- (1) Location
- (2) Total hours of work per day
- (3) Rate of pay
- (4) Estimated annual cost to City

E. Assignments

This agreement shall apply to the employment and assignment of adult crossing guards for the regular school schedule. It does not apply to extracurricular activities or other activities which may be held in school facilities.

4. TERM

The term of this Agreement shall be for one year with automatic renewal each year on the date of the Agreement, except that either party may, with 30 days' written notice, terminate or request amendments to this Agreement.

5. ACCOUNTING

A. Eligible Costs

Only those costs incurred by the employment of adult crossing guards shall be considered eligible.

B. Records

Complete and detailed records as required by standard auditing practices and procedures shall be maintained by the School District. Said records shall be available to the City on request.

< C. Invoices

Invoices for adult crossing guard costs shall be billed to the City monthly. Each invoice shall include as a minimum:

- | | |
|--|--|
| (1) Locations | (4) Cost breakdown
(salary benefits,
overhead) |
| (2) Crossing guard {name(s)} | |
| (3) Hours worked during the
time period | (5) Other direct costs
as identified
(equipment,
uniform, etc.) |

D. Payment

Payment shall be made by City to School District within 30 days from receipt of invoice.

6. RECONSIDERATION

Any change in the governing statute(s) under which this Agreement is made shall require the parties to reconsider this Agreement.

7. INSURANCE REQUIREMENTS

School District agrees to maintain in full force during the term hereof and pay the cost of a policy of general liability insurance which contains an Additional Named Insured Endorsement obtained at City expense naming City as an Additional Insured, and under which the insurer agrees to indemnify and hold City harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is

claimed to have resulted, from any act or omission on the part of School District, or School District's agents or employees in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on School District's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the co-insurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the project/event that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of any portion of the project/event, this Agreement shall be null and void and the project/event shall be

cancelled. In the matter of a lease agreement, a duplicate or certificate of said insurance must be in the city's hands at the time of the execution of the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Lease, shall apply and be construed as applying to any subtenant of School District.

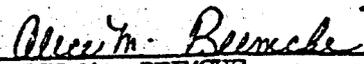
LODI UNIFIED SCHOOL DISTRICT

CITY OF LODI

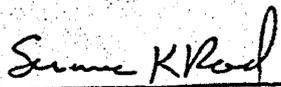
By 
ELIZABETH LARSON
SUPERINTENDENT


BY THOMAS A. PETERSON
CITY MANAGER

ATTEST:


ALICE M. REIMCHE
CITY CLERK

Approved as to Form:


Susanne K. Reed
Breon, Galgani, Godino
& O'Donnell, Attorneys for
Lodi Unified School District

Approved as to Form:


Ronald M. Stein
CITY ATTORNEY

LOCATION	TRAFFIC CONTROL	COUNTS				REQUIRED				CURRENT FUNDING	FUNDING	
		AM		PM		5% variance		10% variance			@ 5% variance	@ 10% variance
		vehs	peds	vehs	peds	vehs	peds	vehs	peds			
Century/Scarborough	None	611	60	453	41	323-368	38-42	315-385	36-44	City	Split	Split
Elm/Loma	None	393	79	415	128	323-368	38-42	315-385	36-44	City	City	City
	Signal	956	116	1239	176	285-315	38-42	270-330	36-44	City	City	City
Kettleman/Hutchins	Signal					285-315	38-42	270-330	36-44	City	N/A	N/A
Lockeford/Orange	None	504	62	600	54	323-368	38-42	315-385	36-44	City	City	City
Lockeford/Washington	None	733	86	742	85	323-368	38-42	315-385	36-44	City	City	City
Lower Sac/Eilers*	None	802	111	1076	4	323-368	38-42	315-385	35-44	City	City	City
Lower Sac/Turner*	Signal	487	7	634	59	285-315	38-42	270-330	36-44	City	City	City
Tokay/Virginia	None	378	69	352	58	323-368	38-42	315-385	36-44	City	Split	split
Turner/Ham	Signal	912	59	930	75	285-315	38-42	270-330	36-44	City	City	City
Century/Ham	Stop	694	18	688	13	475-525	38-42	450-550	36-44	LUSD	LUSD	LUSD
Cherokee/Hale	None	871	36	1183	34	323-368	38-42	315-385	36-44	LUSD	LUSD	LUSD
Hutchins/Century	Signal	251	71	219	67	285-315	38-42	270-330	36-44	LUSD	LUSD	LUSD
Lower Sac/Elm	Signal	133	51	155	51	285-315	38-42	270-330	36-44	LUSD	LUSD	LUSD
Central/Eden	None	229	45	327	31	323-368	38-42	315-385	36-44	N/A	None	None
Garfield/Eden	None	74	81	100	134	323-368	38-42	315-385	36-44	N/A	None	None
Kettleman/Ham	Signal	1459	67	1534	19	285-315	30-42	270-330	36-44	N/A	None	None
Mills/Elm	Stop	424	34	412	46	475-525	38-42	450-550	36-44	N/A	None	None
Turner/Coloma	None	775	3	630	1	323-368	30-42	315-385	36-44	N/A	None	None
Turner/Edgewood	None	884	2			323-368	38-42	315-385	36-44	N/A	None	None

* - locations combined for study

NOTE No survey performed on Kettleman/Hutchins.

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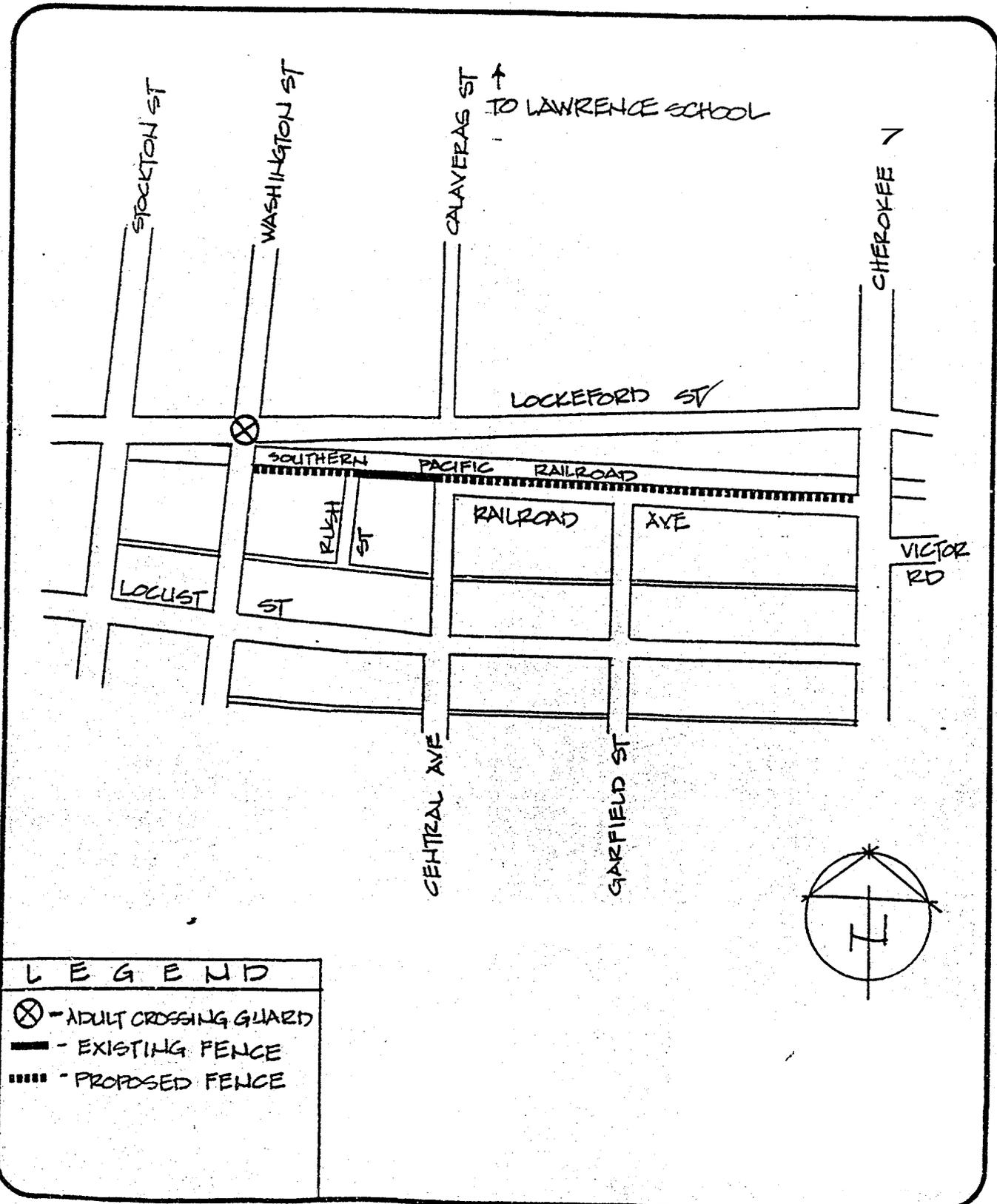
Exhibit B



CITY OF LODI

PUBLIC WORKS DEPARTMENT

ADULT CROSSING GUARD AND PROPOSED FENCE LOCATION



LEGEND

- ⊗ - ADULT CROSSING GUARD
- - EXISTING FENCE
- - PROPOSED FENCE

CITY COUNCIL

DAVID M. HINCHMAN, Mayor
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November 13, 1991

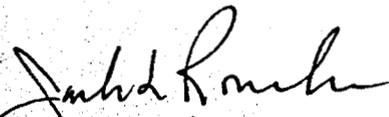
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Jack A. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk ✓
LUSD - Swofford
LUSD - Pipes
LUSD Police Services - Bialon
LUSD - Heath

CADULT2 NOM/TXTW.02M