

RESOLUTION NO. 86-27

RESOLUTION APPROVING AGREEMENT WITH THE LODI UNIFIED SCHOOL DISTRICT
PROVING FOR THE STATIONING OF ADULT SCHOOL CROSSING GUARDS
AT CERTAIN LOCATIONS WITHIN THE CITY OF LODI

RESOLVED, that the City Council of the City of Lodi does hereby approve an agreement with the Lodi Unified School District providing for the stationing of adult school crossing guards at certain locations throughout the City of Lodi, a copy of which agreement is attached hereto, identified as Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the subject agreement on behalf of the City.

Dated: February 5, 1986

I hereby certify that Resolution No. 86-27 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held February 5, 1986 by the following vote:

Ayes: Council Members - Olson, Snider, and Hinchman (Mayor)

Noes: Council Members - Reid and Pinkerton

Absent: Council Members - None

Abstain: Council Members - None


ALICE M. REIMCHE
City Clerk

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 19_____, 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. 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.

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. Administration and overhead charges shall be limited to twenty-five percent (25%) of the direct costs.

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 | |

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 a policy of public liability insurance under which School District is named as insured, and containing an Additional Named Insured Endorsement naming City as an additional insured, and under which the insurer agrees to indemnify and hold School District and 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. 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 coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance containing the above-stated required endorsements shall be delivered to the City Clerk within ten (10) days after the issuance and each renewal of said policy. This paragraph and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of School District.

LODI UNIFIED SCHOOL DISTRICT

CITY OF LODI

By _____
ELLERTH LARSON
SUPERINTENDENT

By _____
THOMAS A. PETERSON
CITY MANAGER

ATTEST:

ALICE M. REIMCHE
CITY CLERK

Approved as to Form:

Approved as to Form:

Robert A. Galgani
Breon, Galgani, Godino
& O'Donnell, Attorneys for
Lodi Unified School District

Ronald M. Stein
CITY ATTORNEY