

**SCHOOL CROSSING GUARD AGREEMENT**

**For the 2018-2019 School Year**

**BETWEEN**

**THE CITY OF FOSTER CITY**

**&**

**THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

This agreement is made and entered into on the 21<sup>st</sup> day of May 2018, by and between the City of Foster City, hereinafter "City," and the San Mateo-Foster City School District, hereinafter "District."

WHEREAS, the City wants to provide protection for the school children who are required to cross heavily traveled streets in the City; and

WHEREAS, some protection can be afforded by placing crossing guards at specific locations in the City; and

WHEREAS, the District wishes to cooperate in providing protection for school pupils pursuant to Education Code section 45450 et seq.,

NOW, THEREFORE, it is agreed as follows:

1. The District shall select, hire, and supervise crossing guards and reliefs for the crossing guards as necessary for each of the locations and hours as prescribed in Exhibit "A" for all instructional schools days of the school year. The crossing guards and their reliefs shall be considered and shall in fact be employees of the District for all purposes.

2. The City agrees to reimburse the District for wages and any related benefits paid by the District to the crossing guards and their reliefs based on a minimum of two (2) hours per day, per crossing guard, per location (except for the Edgewater and Beach Park Boulevards location which should be designated as a critical intersection and paid on a minimum of four (4) hours per day basis) and for daily administrative costs incurred in providing the crossing guards and their reliefs, so long as the total reimbursement does not exceed that figure agreed to pursuant to paragraph 6 below.

3. The District agrees to prioritize the staffing of crossing guard locations as follows:

- A. Beach Park and Edgewater
- B. Gull Avenue @ Audubon Elementary School
- C. Polynesia and Niantic
- D. Beach Park and Castor

This order recognizes the critical nature of the first intersection and the desire to have at least one manually controlled crossing at each school.

4. Not later than thirty (30) days after the close of each calendar quarter, the District shall bill the City for reimbursement of the costs described in paragraph 2 above. The City shall pay the bill within thirty (30) days of receipt.

5. The City shall provide the District crossing guard signs and the District shall provide the signs to the crossing guards.

6. The City agrees to reimburse the District up to a maximum of \$21,600 for the period July 1, 2018 through June 30, 2019 for crossing guard services as prescribed in Exhibit "A," attached hereto and incorporated herein.

7. At any time during the term of this agreement, the District or the City may request that the list attached as Exhibit "A" hereto be amended by deleting or adding one or more locations. If after consideration of such request the City determines that a location either should or should not have a crossing guard, the City Council may, by resolution, amend the list attached as Exhibit "A." If a location is added, the District shall promptly provide a crossing guard at that location pursuant to this agreement. If the location is deleted, the District shall promptly remove the crossing guard and immediately cease billing for that location.

8. District hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of District, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of District to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require District to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

9. Insurance. District shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to District's services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum

Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to District's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, District shall, on the Insurance Coverage form provided in Exhibit B, furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that District's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of District's insurance and not contributory with it.

10. WORKERS' COMPENSATION. District certifies that they are aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and District certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

11. The terms of this agreement shall expire on June 30, 2019.

12. The City and District shall meet during the term of this agreement to evaluate the need for crossing guards for the next school year and to negotiate a successor agreement.

13. Notices sent pursuant to this agreement shall be addressed as follows:

To the City:

City Manager  
City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404

To the District:

Superintendent  
San Mateo-Foster City School District  
1170 Chess Drive  
Foster City, CA 94404

14. This agreement may only be amended by mutual agreement in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sam Hindi, Mayor

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

SAN MATEO-FOSTER CITY SCHOOL  
DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Trustees

Exhibit "A"

SCHOOL	CROSSING	AM SHIFT	PM SHIFT	MINIMUM DAY
Audubon	Gull	8:00-8:45	2:30-3:20	12:15-1:00
Brewer Island	Polynesia/Niantic	7:45-8:30	2:30-3:05	11:15-12:55
Foster City	Edgewater/Beach Park	7:45-8:30	2:30-3:05	12:30-1:15
Foster City	Castor/Beach Park	7:45-8:30	2:30-3:05	12:30-1:15

## **EXHIBIT B**

### **INSURANCE FORMS**

District shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 9 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

### **ATTACHED**

1. Insurance Coverage Form

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** City of Foster City/Estero Municipal Improvement District  
610 Foster City Boulevard, Foster City, CA 94404  
Attention: \_\_\_\_\_

Contract Administrator

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. (Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85)		
<input type="checkbox"/>	<b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	<b>Other:</b> _____		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	<b>Professional Liability:</b> _____		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY/District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY/District.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

\_\_\_\_\_  
ORGANIZATION:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
TELEPHONE: ( ) \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_