

**SCHOOL CROSSING GUARD AGREEMENT
BETWEEN
THE CITY OF SAN MATEO
AND
THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

This agreement, made and entered into this day of _____, by and between the **City of San Mateo**, a municipal corporation existing under the laws of the State of California, hereinafter "City," and the **San Mateo-Foster City School District**, hereinafter "District."

WHEREAS, the City wants to assist the District in providing protection for 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 as necessary for each of the locations shown on Exhibit A to this agreement during the hours that pupils are walking to and from nearby schools on school days during the school year. Salaries and wages shall be at rates determined by the District. The crossing guards shall be considered, and shall in fact be, employees of the District for all purposes.

2. The City agrees to reimburse District for wages and salaries paid by the District to the crossing guards for daily administrative costs incurred in providing the crossing guards so long as this reimbursement does not exceed that figure agreed to pursuant to paragraph 6 below.

3. 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, and the City shall promptly pay the bill.

4. The City and the District shall meet during the month of March of each year during the term of this agreement to allocate the City and District portions of the crossing guard expense.

5. At any time during the term of this agreement, the District may request the City to delete or add one or more locations from or to the list attached as Exhibit A hereto. If the City determines, pursuant to California Traffic Manual section 10-08.2, that a location either should or should not have a crossing guard, the parties may amend this Agreement to add or delete a location from Exhibit A. If a location is added, the District shall promptly provide a crossing guard at that location and bill the City appropriately for the location pursuant to this agreement.

If a location is deleted, the District shall promptly remove the crossing guard and immediately cease billing for that location. During the meeting described in paragraph 4 above, the City and the District shall discuss whether any location(s) should be added or deleted.

6. For fiscal year **2020/2021**, the City's contribution to the District for crossing guards will not exceed \$78,000. The hourly wage for the crossing guards will be \$15.38, commensurate with the City's minimum wage. On January 1, 2021, the City's minimum wage will increase by CPI and crossing guard wages will be adjusted accordingly.

7. The District agrees to indemnify and hold the City harmless from any and all claims, loss, liability, and damages in any way arising from the acts of the District or its employees or agents, including the crossing guards, in the performance of this agreement.

8. The duty of the District to indemnify and hold harmless as set forth in this agreement shall include the duty to defend as set forth in Civil Code section 2778.

9. Insurance. The District shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement.

Minimum Scope of Insurance. Coverage shall be as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- b. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance. District shall maintain limits no less than:

- a. General Liability: **\$1,000,000** per occurrence for body injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limits.
(Including operations, products and completed operations.)
- b. Workers' Compensation As required by the State of California.
- c. Employers' Liability **\$1,000,000** per accident or bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, employees and agents; or the District shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, its elected and appointed officials, employees, and agents, are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the District's insurance policy, or as a separate owner's policy.

b. For any claims related to this project, District's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City shall be excess of the District's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

Acceptability of Insurers. District shall furnish the City with original certificates and **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

If District is self-insured, District may satisfy this requirement by providing a written statement that it is self-insured in the amounts set forth above.

10. The District warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither the District nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

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

To the City: Chief of Police Edmund Barberini
City of San Mateo Police Department
200 Franklin Parkway
San Mateo, CA 94403

To the District: Coordinator Sue Wieser
San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404

12. The term of this agreement shall be from July 1, 2020, to June 30, 2021, but this agreement may be terminated by either party upon thirty (30) days' written notice to the other party at any time and may be amended by mutual agreement in writing.

CITY OF SAN MATEO

By _____
EDMUND BARBERINI, CHIEF OF POLICE

ATTEST:

PATRICE OLDS, CITY CLERK

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

By _____
PRESIDENT, BOARD OF TRUSTEES

APPROVED AS TO FORM:

SECRETARY OF THE BOARD OF TRUSTEES