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DEPARTMENT OF
POLICE

CITY OF SACRAMENTO
CALIFORNIA

HALL OF JUSTICE
813 SIXTH STREET
SACRAMENTO, CA
95814-2495

916-449-5121

JOHN P. KEARNS
CHIEF OF POLICE

April 28, 1989

Budget and Finance Committee
Sacramento, California

Honorable Members in Session

SUBJECT: AUTHORIZING AN AGREEMENT TO PROVIDE SCHOOL CROSSING GUARDS TO THE NORTH
SACRAMENTO SCHOOL DISTRICT

SUMMARY

The North Sacramento School District has requested that an agreement be entered with the City to provide two school crossing guards within the school district. The agreement proposed is identical to the agreement currently in effect between the City and County of Sacramento which allows the City to provide crossing guard services in the unincorporated area of Sacramento County.

The cost of providing .18 FTE School Crossing Guards for fiscal year 88/89 is \$3,990. Providing the School Crossing Guards in the 89/90 fiscal year will require .88 FTE and cost \$10,266. The North Sacramento School District will reimburse the City for all costs associated with the placement of the crossing guards.

It is recommended that the Budget and Finance Committee approve this proposal and forward this request to the City Council for consideration.

BACKGROUND

At the direction of the North Sacramento School District Board of Trustees, the School District's Superintendent has requested that an agreement be entered between the School District and the City of Sacramento. The agreement will authorize the City of Sacramento Police Department to provide Adult School Crossing Guards for two locations within the school district. Specifically the school district is proposing that a Crossing Guard be assigned at the Smythe School, located at 2781 Northgate Blvd., and Hagginwood School, 1418 Palo Verde Avenue. The agreement shall remain in effect until June 30, 1996, but may be

terminated at any time, by either party, by serving a thirty (30) day written notice.

The locations identified by the North Sacramento School District have been previously surveyed by the Traffic Engineering Division of the Department of Public Works. A determination was made that the locations requested do not currently meet the Traffic Engineer's criteria for assignment of crossing guards. The school district, however, wishes to place crossing guards at these locations.

Because the North Sacramento School District has no administrative organization in place to implement and direct a Crossing Guard program, the district has requested that the Sacramento Police Department provide the crossing guards for these locations. Complying with this request will require an additional .18 FTE School Crossing Guard be added to the Police Department Budget for the 88/89 fiscal year. The North Sacramento School District will reimburse the City for all costs involved in hiring, training, and supervising the crossing guards.

The agreement for school crossing guard services proposed by the North Sacramento School District has been reviewed and approved by the City Attorney for form and content. The agreement is identical to the agreement currently in effect between the City and County of Sacramento which allows the City to provide crossing guard services in the unincorporated area of Sacramento County.

FINANCIAL DATA

The total cost for two School Crossing Guards, administrative costs, and equipment for fiscal year 88/89 is \$3,990. The cost for the 89/90 fiscal year will be \$10,266. Under the terms of the agreement this additional cost will be reimbursed by the North Sacramento School District.

POLICY CONSIDERATIONS

Approval of this agreement is consistent with past practices. An agreement with the County of Sacramento currently exists which allows the City to provide crossing guards in the unincorporated area of Sacramento County. Approval of this agreement addresses the concerns of teachers, parents, and students within the North Sacramento School District without requiring additional expenditures by the City of Sacramento.

MBE/WBE EFFORTS

None.

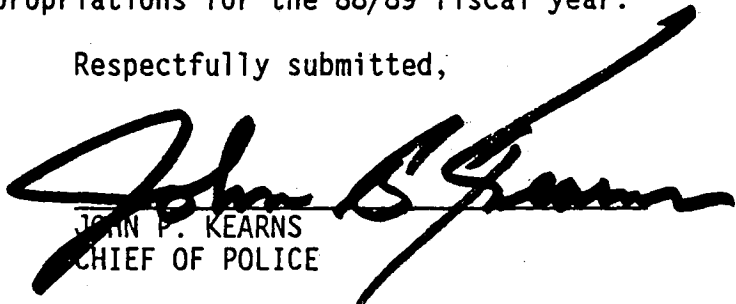
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RECOMMENDATION

It is recommended that:

1. The City Council adopt the attached resolution authorizing the City Manager to enter into an agreement with the North Sacramento School District to provide school crossing guards within the school district.
2. The Police Department receive an additional .18 FTE in School Crossing Guards and \$3,990 in appropriations for the 88/89 fiscal year.

Respectfully submitted,



JOHN P. KEARNS
CHIEF OF POLICE

RECOMMENDATION APPROVED



JACK CRIST
DEPUTY CITY MANAGER

CONTACT PERSON:

Lieutenant Matt Powers, Planning & Fiscal Section, 449-5491

JPK:sc

REF: 4-57

May 9, 1989
ALL DISTRICTS

RESOLUTION No.

Adopted by The Sacramento City Council on date of

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH THE NORTH SACRAMENTO SCHOOL DISTRICT
TO PROVIDE SCHOOL CROSSING GUARDS IN THE SCHOOL DISTRICT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO THAT:

- 1) The City Manager is hereby authorized to execute, on behalf of the City of Sacramento, an Agreement with the North Sacramento School District, in the form hereto attached, to provide School Crossing Guard services at various locations within the North Sacramento School District.
- 2) Said Agreement will remain in effect until June 30, 1996, or until properly terminated by either of the parties.
- 3) The Office of Operations (2123) be increased .18 FTE for two additional School Crossing Guards.
- 4) The General Fund Revenue Budget for fiscal year 88/89 is amended to include an additional \$3,990 from the North Sacramento School District (101-210-2123-3598).
- 5) The General Fund Administrative Contingency is increased by \$3,990 due to the revenue from the North Sacramento School District (101-710-7012-4999).
- 6) The General Fund Administrative Contingency (101-710-7012-4999) is reduced to transfer \$3,990 to the Police Department Traffic Section (101-21-02123-4XXX) to provide two School Crossing Guards in the North Sacramento School District.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT
FOR SCHOOL CROSSING GUARD SERVICES

THIS AGREEMENT is made at Sacramento, California, as of _____ between the CITY OF SACRAMENTO, a municipal corporation hereafter referred to at "CITY", and the North Sacramento School District, hereinafter referred to as "DISTRICT" who agree as follows:

1. Services: Subject to the terms and conditions set forth in this Agreement, CITY shall provide the DISTRICT the services described in Exhibit A. CITY shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. Payment: The DISTRICT shall pay CITY for serviced rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CITY for services rendered pursuant to this agreement. CITY shall submit all billings for said services to DISTRICT in the manner specified in Exhibit B for work performed until the effective date of termination.

3. Length of Contract/Termination: This Agreement shall remain in effect until June 30, 1996 at which time the agreement shall terminate. Notwithstanding the June 30, 1996 termination date, either party may terminate this Agreement for any reason, provided such terminating party first serves written notice upon

the other party thirty (30) days in advance of the termination date. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail. The DISTRICT shall pay CITY for work performed until the effective date of termination.

4. General Provisions: The general provisions set forth in Exhibit C are part of this agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. Exhibits: All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

NORTH SACRAMENTO
SCHOOL DISTRICT

CITY OF SACRAMENTO, a
municipal corporation

By: _____
District Superintendent

By: _____
City Manager

ATTEST:

ATTEST:

By: _____
Board of Trustees

By: _____
City Clerk

APPROVED AS TO FORM:

JAMES P. JACKSON
City Attorney

COUNSEL

by 
CITY ATTORNEY

EXHIBIT A

Services:

The purpose of this document is to form an agreement between CITY and DISTRICT to provide an adult school crossing guard program at specified locations within the North Sacramento School District, commencing as soon as possible after execution of this contract.

CITY agrees to hire, train, and provide adult crossing guards at times and locations specified by the DISTRICT. The training program is to be approved by the California Highway Patrol in accordance with California Vehicle Code Section 21100(e). DISTRICT agrees to reimburse CITY for all direct costs of salary and equipment that are required to support those guards assigned in the School District per this agreement. In addition, DISTRICT agrees to reimburse CITY for appropriate administrative costs, based on an appropriate percentage of the total administrative costs of CITY's entire adult school crossing guard program.

Should this agreement be terminated by either party, the CITY will cease providing the agreed upon crossing guard services. These services will only be resumed after execution of a new agreement or at the discretion of the CITY Traffic Engineer as provided in Section 25.7 of the Sacramento City Code.

EXHIBIT B

Payment

1. Salary: Adult school crossing guard are paid by the day, for each day they work. The exact number of days worked per school year varies slightly, dependent on the schedule of the individual school, but the average is 180 days per school year.

As of January 1, 1989, crossing guards are paid as follows:

Adult crossing guard \$38.42 per day

At the time of the initial agreement, the DISTRICT agrees to reimburse the CITY for the total salaries of:

Two (2) adult crossing guards

The DISTRICT also agrees to increase the amount of salary reimbursement to correspond with whatever periodic salary increases the CITY may grant to all adult school crossing guards.

2. Equipment: The DISTRICT agrees to reimburse the CITY for the following equipment issued to each crossing guard assigned to work in the School District, per this agreement:

<u>Item</u>	<u>Cost as of 4-1-86</u>
Badge	\$27.50*
Rain Suit	\$52.00**
Reflective Safety Vest	\$15.00**
Stop Sign	\$40.00**

* One time cost per crossing guard

** Replaced about every three years

3. Administrative Costs: Per CITY's Indirect Plan used to determine indirect costs for personnel, DISTRICT agrees to pay the following fee to cover administrative costs for each adult crossing guard:

Unemployment Insurance	.0030 of salary
Worker's Compensation	.0644 of salary
Unfunded Retirement Liability	.0860 of salary
Indirect Administrative Cost	<u>.2300</u> of salary
Total Additional	.3834 of salary

4. Method of Billing: DISTRICT agrees to pay CITY for services covered by this Agreement within 30 days of receipt of monthly billings from CITY. Billings are to be sent to the North Sacramento School District, Business Dept., 670 Dixieanne Avenue, Sacramento, CA 95815. CITY agrees to maintain records for at least 5 years on actual time worked by crossing guards for the DISTRICT. Payment to CITY shall be made to City of Sacramento, City Hall, 915 I Street, Room 104, Sacramento, California 95814.

EXHIBIT C

General Provisions

1. Assignment: Each adult school crossing guard hired as a result of this agreement will be assigned at a location determined by the DISTRICT.

2. Hours of Work: The hours of work for each adult school crossing guard will be determined by the DISTRICT, consistent with school schedules and not to exceed eight hours per day.

Adult school crossing guards will not be assigned to work on days when school is not in session at the particular school where they are on duty.

3. Relief Assignments: All relief assignments in cases of illness, vacation, and other absences of regularly assigned adult school crossing guards will be made from personnel assigned to relief duty. No relief assignments will be made by removing regularly assigned personnel from an assignment in the CITY to fill a vacancy in the DISTRICT. No relief assignment will be made by removing regularly assigned personnel from an assignment in DISTRICT to fill a vacancy in CITY. However, duty assignments may be modified by mutual agreement of both CITY and DISTRICT.

4. Indemnity and Hold Harmless: DISTRICT shall assume the defense of, and indemnify and save harmless, CITY, its officers, employees and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the negligent performance of this agreement by DISTRICT whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by CITY.