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DEPARTMENT OF
POLICE

CITY OF SACRAMENTO
CALIFORNIA

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

916-449-5121

August 30, 1990

JOHN P. KEARNS
CHIEF OF POLICE

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: AMENDMENT OF AGREEMENT TO PROVIDE SCHOOL CROSSING GUARDS TO THE NORTH
SACRAMENTO SCHOOL DISTRICT

SUMMARY

This report requests a replacement of Resolution No. 89-388 which authorizes an agreement between the Police Department and the North Sacramento School District to provide School Crossing Guards in the school district. The new resolution would reduce the number of School Crossing Guards per the request of the school district and authorize the City Manager to execute any further extensions or amendments.

BACKGROUND

On May 16, 1989, City Council approved and adopted Resolution No. 89-388 authorizing an agreement with the North Sacramento School District to provide two (2) School Crossings Guards in the school district. The North Sacramento School District agreed to reimburse the City for all costs involved in the hiring, training, and supervising the crossing guards. The adopted resolution authorized an increase of .18 FTE in School Crossing Guards for the remainder of the 88/89 fiscal year. Due to the request by the North Sacramento School District to reduce the number of Crossing Guards in the agreement from two to one, Resolution No. 89-388 was never implemented.

The Police Department is now requesting that a new resolution be adopted to replace Resolution No. 89-388. The new resolution will authorize one additional Crossing Guard position for the Police Department and increase the General Fund Revenue Budget by the amount to be reimbursed by the North Sacramento School District. All other provisions of the agreement will remain the same.

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Budget and Finance Committee
Page two
August 30, 1990

FINANCIAL DATA

The total cost for one School Crossing Guard, administrative costs, and equipment for the 90/91 fiscal year is \$10,175. Under the terms of the agreement this cost will be reimbursed by the North Sacramento School District.

POLICY CONSIDERATIONS

Approval of this amendment to the agreement is consistent with past practices.

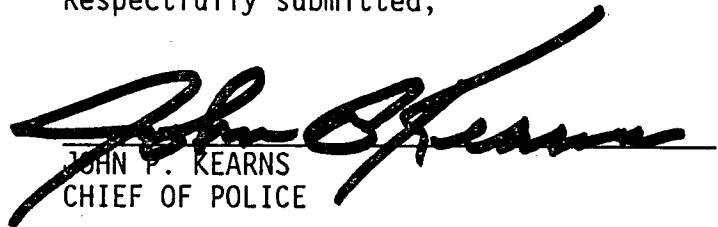
MBE/WBE EFFORTS

None.

RECOMMENDATION

It is recommended that the Budget and Finance Committee approve this report and the attached resolution and forward same to the full City Council with a recommendation that the resolution be adopted.

Respectfully submitted,


JOHN P. KEARNS
CHIEF OF POLICE

RECOMMENDATION APPROVED:


JACK R. CRIST
DEPUTY CITY MANAGER

Contact Person:
Connie Kimoto, Administrative Service Officer, 449-6215

JPK:sc
Ref: 8-67

Attachment

September 18, 1990
District 1

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AMENDING RESOLUTION NO. 89-388 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, or his designated representative, is hereby authorized to execute, on behalf of the City of Sacramento, an amendment to City Agreement No. 88236 with the North Sacramento School District to reduce the number of School Crossing Guards from two Crossing Guards to one Crossing Guard.
- 2) The City Manager, or his designated representative, is further authorized to execute, on behalf of the City Council, any extensions or additional amendments.
- 3) The Office of Operations (org. #2165) be increased .44 FTE for one School Crossing Guard.
- 4) The General Fund Revenue Budget for fiscal year 90/91 is amended to include an additional \$7,409 from the North Sacramento School District (101-710-7012-4999).
- 5) The General Fund Administrative Contingency is increased by \$7,409 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 \$7,409 to the Police Department Traffic Section (101-210-2165-4XXX) to provide one School Crossing Guard in the North Sacramento School District.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

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(Signature)

AGREEMENT
FOR SCHOOL CROSSING GUARD SERVICES

THIS AGREEMENT is made at Sacramento, California, as of 5/16/89 between the CITY OF SACRAMENTO, a municipal corporation hereafter referred to as "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 services 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

City Agreement No. 88236

88236
City Agreement No. _____

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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

By: *Jelby Bowers*
District Superintendent

ATTEST:

By: *Jelby Bowers Sety*
Board of Trustees

APPROVED AS TO FORM:

COUNSEL

CITY OF SACRAMENTO, a
municipal corporation

By: *Walter J. Slize*
City Manager

ATTEST:

By: *James P. Jackson*
ACTING Assistant City Clerk

JAMES P. JACKSON
City Attorney

by *James P. Jackson*
Deputy 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.

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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:

One (1) J. Thompson
~~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 Dixie 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.

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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.

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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.

RESOLUTION No. 89-388

Adopted by The Sacramento City Council on date of

MAY 16 1989

**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.

ANNE RUDIN

MAYOR

ATTEST:

CERTIFIED AS TRUE COPY
of Resolution No. 89-388

JUN 1 1989

ACTING JANICE BEAMAN
Assistant CITY CLERK

DATE CERTIFIED
ACTING Janice Beaman
Assistant CITY CLERK, CITY OF SACRAMENTO

RESOLUTION No. 89-388

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