



Agenda Report

File #: 18-2143

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 10/17/2018

TO: Honorable Mayor and City Council Members

FROM: Police Department

SUBJECT:

City Council consideration of an agreement with Corona-Norco Unified School District for continued cost sharing of the School Crossing Guard Program.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to sign the attached agreement with Corona-Norco Unified School District for continued cost sharing of the School Crossing Guard Program, with an estimated annual City cost of \$186,200.

ANALYSIS:

Since 2004, the City and the Corona-Norco Unified School District (CNUSD) have shared cost for the School Crossing Guard Program. In July 2013, contract management of School Crossing Guard Program was transferred from the City to CNUSD and Alvord School Districts, thereby, terminating the original cost sharing agreement with each district. When CNUSD took over management of the crossing guard contract, and the City began reimbursing the school district for these services. The original 50% cost sharing amounts were maintained.

This new agreement being recommended for approval is a continuation of these services. The agreement will be effective July 1, 2018 to June 30, 2019, with an automatic option to extend the Cost Sharing Agreement for up to four (4) consecutive one (1) year terms through June 30, 2023.

Currently, there are 28 crossing guard positions throughout the CNUSD Schools. The City's total annual cost at 50% for this agreement is approximately \$186,200. Any changes in scope of services shall be jointly discussed and approved by both agencies.

The City Attorney has reviewed and approved as to form the proposed Agreement.

COMMITTEE ACTION:

Not Applicable.

STRATEGIC PLAN:

This item supports the City Strategic Plan goal to Activity Engage in Public and Private Partnerships to Provide Services and Amenities (b) proactively develop partnerships with local and regional business interests and agencies.

FISCAL IMPACT:

Funding for the 50% cost sharing agreement is included in the FY 2018-19 Police Department's Operational Budget.

CNUSD Estimated Annual Contract Costs for 28 Crossing Guard Sites: \$372,400

City Estimated 50% Cost Share to Reimburse CNUSD: \$186,200

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is exempt under the California Environmental Quality Act.

PREPARED BY: BARBARA THIERJUNG, PUBLIC SAFETY FINANCE DEPUTY DIRECTOR

REVIEWED BY: JAMES PATTON, POLICE CAPTAIN

REVIEWED BY: GEORGE JOHNSTONE, CHIEF OF POLICE

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Attachment: PD-CNUSD Crossing Guard Agreement 07-01-2018

CORONA-NORCO UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR CROSSING GUARD SERVICES
(CITY OF CORONA)**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2018, (the "Effective Date"), by and between the **CITY OF CORONA**, hereinafter referred to as "CITY" located at 400 South Vicentia Avenue, Corona, CA 92882 and the **CORONA-NORCO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the "DISTRICT" located at 2820 Clark Avenue, Norco, CA 92860. CITY and DISTRICT may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the DISTRICT has identified a need to provide crossing guard services at DISTRICT'S schools located within the City (the "Corona Schools"), and

WHEREAS, CITY and DISTRICT share common goals that include the safety of students traveling to and from the DISTRICT'S school sites, and

WHEREAS, CITY and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

The term of this Agreement shall commence on July 1, 2018 and shall remain in effect until June 30, 2019 (the "Initial Term"). The Initial Term shall automatically be extended for four (4) consecutive additional terms of one (1) year each (the "Additional Terms"), unless sooner terminated as provided in this paragraph. The Initial Term and Additional Terms shall hereinafter collectively be referred to as the "Term." Either Party may terminate this Agreement by providing written notice of termination provided to the other Party no later than March 31st of any year. Any notice of termination provided no later than March 31st shall terminate the Agreement on June 30th of the year in which notice was given, and any notice of termination provided on or after April 1st shall terminate this Agreement on June 30th of the following year. In addition, the Parties may mutually agree to terminate this Agreement at any time.

2. SCOPE OF SERVICES; CROSSING GUARD LOCATION LIST

DISTRICT shall be responsible for maintenance and supervision of the crossing guard program, including the awarding of one or more agreements for provision of crossing guard services. DISTRICT and CITY shall confer regarding the selection of locations for crossing guard services, which locations shall be based on statistical and/or factual data gathered by means of traffic control and traffic enforcement requirements, including, but not limited to, the California Department of Transportation California Manual on Uniform Traffic Control Devices and applicable state law ("Applicable Requirements").

The list of crossing guard locations to be utilized as of the Effective Date of this Agreement is attached hereto as Exhibit "A" and incorporated herein by reference ("Crossing Guard Location List"). The Parties can change the Crossing Guard Location List by adding or removing locations at any time, but at

CORONA-NORCO UNIFIED SCHOOL DISTRICT

least annually, on or before March 31st, the CITY shall provide written notice to the DISTRICT of changes the CITY deems necessary for the upcoming July 1st through June 30th period based upon the CITY's assessment of the Applicable Requirements. Any time the Parties change the Crossing Guard Location List, and at least annually on or before June 30th, the CITY'S Police Chief and the DISTRICT'S Deputy Superintendent shall agree in writing and publish the new Crossing Guard Location List in substantially the same form as in Exhibit "A" attached hereto. If the Crossing Guard Location List is changed in the middle of any July 1st through June 30th period, the effective date of the list shall be noted as the first date on which the new list of locations is to be utilized.

3. COMPENSATION

CITY agrees to reimburse DISTRICT for fifty percent (50%) of DISTRICT'S cost of contracting for crossing guard services, in order to assist DISTRICT in obtaining crossing guards for the Corona Schools. Payment shall be made by CITY to DISTRICT quarterly, within thirty (30) days of CITY'S receipt of an invoice from DISTRICT for crossing guard services. The invoice for the fourth quarter of each fiscal year (i.e. the quarter ending on June 30th of each year) shall contain a reconciliation of the invoices for the first three quarters of the fiscal year.

4. ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either Party without prior written consent of the other.

5. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either written or oral, between the Parties and contains all of the covenants and agreements between the Parties with respect to the subject matter hereof. Each Party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to the subject matter exists between the Parties at the time of the execution of this Agreement. Any modifications of this Agreement shall be effective only if it is in writing and signed by both Parties.

6. NOTICES

Any notice or required or desired to be served by either Party upon the other shall be addressed to the respective as set forth below:

City of Corona

Attn: Fiscal Services Unit
Corona Police Department
400 S. Vicentia Avenue
Corona, CA 92882

Corona-Norco Unified School District

Attn: Peace Aneke, Purchasing Director
2820 Clark Avenue
Norco, CA 92860

7. WAIVER

Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of either Party to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping the non-breaching Party from enforcement hereof.

8. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9. AUTHORITY TO ENTER AGREEMENT

Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

10. ATTORNEY FEES

In the event of any action or proceeding, including arbitration, by any of the Parties to this Agreement, or to enforce any of the terms, covenants or conditions contained herein, the prevailing Party in any such action or proceeding shall be entitled to reasonable attorney's fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs and arbitration costs, in addition to all other legal and equitable remedies available to it. Each Party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other Party.

11. INDEMNITY AND INSURANCE

A. Mutual Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its elected officials, board members, officers, agents, employees and authorized volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs, reasonable attorneys' fees, and expert witness fees, arising out of, in connection with or in any way related to the negligence or misconduct of the indemnifying Party relating to this Agreement, including but not limited to any breach of this Agreement by the indemnifying Party.

B. Crossing Guard Agreement – Indemnification. DISTRICT shall require any entity contracted to provide crossing guard services at the locations on the Crossing Guard Location List to defend, indemnify and hold harmless the CITY for any alleged willful misconduct or negligent acts, errors or omissions of entity and its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the contract. The entity's obligation towards the CITY shall be the same as its obligation towards the DISTRICT.

B. Crossing Guard Agreement – Insurance. DISTRICT shall require any entity contracted to provide crossing guard services at the locations on the Crossing Guard Location List to provide commercial general liability, automobile liability, workers compensation and employer’s liability insurance in amounts and with terms deemed reasonable and necessary by DISTRICT’s risk manager; provided, however, that in no event shall the commercial general liability and automobile liability insurance have limits of less than \$1,000,000 per occurrence. In addition, each entity shall be required to have the CITY and its officials, officers, employees, agents, and representatives covered as additional insured on the commercial general liability policy. The entity’s insurance obligations towards the CITY shall be the same as its obligation towards the DISTRICT.

12. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature page to follow)

CORONA-NORCO UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have signed in confirmation of this Agreement on the dates indicated below.

City of Corona

Corona-Norco Unified School District

By: _____
Karen Spiegel, Mayor

By: _____
Peace Aneke, Purchasing Director

Date: _____

Date: _____

Attest:

Sylvia Edwards, City Clerk

Approved as to Form:

Dean Derleth, City Attorney

CORONA-NORCO UNIFIED SCHOOL DISTRICT

EXHIBIT "A"

CITY OF CORONA CROSSING GUARD LOCATIONS
(EFFECTIVE: JULY 1, 2018 THROUGH JUNE 30, 2019)

SCHOOL	INTERSECTION
Adams Elementary	Border and Fraser
Adams Elementary	Border and Ontario
Anthony Elementary	Gilbert and Santana
Anthony Elementary	Fullerton and Santana
Auburndale Intermediate	Auburndale and River
Citrus Hills Intermediate	Main and Roxanne
Corona Fundamental Intermediate	Olive and Belle
Coronita Elementary	Kirkwood and Via Del Rio
Eisenhower Elementary	Rowena and Mountain Gate
Eisenhower Elementary	Main and Mountain Gate
Foothill Elementary	Buena Vista and Highgrove
Foothill Elementary	Buena Vista and Solano
Franklin Elementary	Oak and Stillwater
Jefferson Elementary	10 th and Buena Vista
Jefferson Elementary	10 th and Vicentia
Jefferson Elementary	11 th and Vicentia
Lincoln Fundamental Elementary	Ford and Fullerton
McKinley Elementary	Aztec and Parkview
Orange Elementary	Rimpau and Valencia
Parkridge Elementary	Atwood and Corona
Prado View Elementary	Ridgeline and Via Corazon
Prado View Elementary	Green River and Ridgeline
Raney Intermediate	Citron and Lincoln
Stallings Elementary	Fullerton and Monarch
Vicentia Elementary	Mission and Taylor
Vicentia Elementary	Citron and Vicentia
Washington Elementary	Parkridge and Lincoln
Wilson Elementary	Eagle Glen and Riviera