

FORM APPROVED COUNTY COUNSEL  
 BY: XXXXXX 7/1/10 DATE  
 MARSHAL VICTOR

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
 July 15, 2010

**SUBJECT:** Crossing Guard Service Agreement – Alvord, Corona/Norco, Riverside, and Romoland School Districts.

**RECOMMENDED MOTION:** That the Board ratify the cooperative agreements between the County of Riverside and the above subject School Districts regarding Adult School Crossing Guard Service within County of Riverside right-of-way and authorize the Chairman of the Board to execute these agreements on behalf of the County.

**BACKGROUND:** The County, through the Transportation Department, provides crossing guard services on a contract basis to several School Districts. This is a renewal of the Cooperative Agreement between the County and the above-named School Districts for Adult School Crossing Guard Service for Fiscal Years 2010/11 and 2011/12.

Juan C. Perez  
 Director of Transportation

MD: sa  
 (continued on next pages)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$299,757	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11 – 2011/12

<b>SOURCE OF FUNDS:</b> School District Funded Program (100%)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**  
 APPROVE  
 BY:   
 Tina Grande  
 County Executive Office Signature

- Dept Recomm.:  Consent  Policy
- Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref. | District: 1,3,5 | Agenda Number:

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

**3.78**

The Honorable Board of Supervisors

RE: Crossing Guard Service Agreement – Corona/Norco Unified, Riverside Unified; and Romoland School Districts.

July 15, 2010

Page 2 of 3

Based on the Agreement, the School Districts will pay 100% of the cost for crossing guard services, and the Transportation Department will administer the program.

The cost for the service has been included in the proposed Transportation Department budget for FY 2010/11 and will be included in the budget for FY 2011/12.

Exhibit A shows the number of crossing guard posts in each of the four school districts. The agreements have been approved by the respective districts.

County Counsel has approved the Agreements as to form.

Project No.: 688172

**EXHIBIT 'A'**  
**COUNTY OF RIVERSIDE**  
**ADULT SCHOOL CROSSING GUARD PROGRAM**  
**LIST OF POSTS**

**ALVORD UNIFIED SCHOOL DISTRICT.....3**

Lincoln Avenue and Harlow Lane  
Woodcliff Circle and Harvill Lane  
Lakepointe Drive and Village Meadow Drive

**CORONA/NORCO UNIFIED SCHOOL DISTRICT.....9**

Claystone Avenue and Rockcress Street  
Corona Valley Avenue and Gardenia Court  
Magnolia Avenue and Grant Street  
Mayhew Canyon Road and Todd Elementary School entrance  
Monterey Peninsula and Serfas Club Drive  
Oakdale Street and 65<sup>th</sup> Street  
Oakdale Street and Merry Meadows Lane  
Orange Street (mid-block) West of Cleveland Street  
68<sup>th</sup> Street and Wineville Avenue and Holmes Avenue

**RIVERSIDE UNIFIED SCHOOL DISTRICT.....5**

Center Street and Garfield Avenue  
Center Street at Railroad Tracks  
Blackburn Road and Orangeview Lane  
Van Buren Blvd and Washington Street  
Washington Street and Krameria Street

**ROMOLAND SCHOOL DISTRICT.....3**

Antelope Road and Adams Avenue  
McCall Boulevard and Junipero Road  
Watson Road and Briggs Road

**TOTAL.....20**

1  
2 COOPERATIVE AGREEMENT  
3 FOR THE PROVISION OF ADULT SCHOOL CROSSING GUARD SERVICES  
4 WITHIN COUNTY OF RIVERSIDE RIGHT-OF-WAY  
5

6 Pursuant to the authority of Vehicle Code Section 21100(i) and the repeal of Education  
7 Code Sections 45452 and 45452.5 (Stats. 1993, Chp. 59, §1(e); Stats. 1993, Chp. 60, §3),  
8 this Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, between the Alvord  
9 Unified School District, referred to herein as 'DISTRICT,' and the County of Riverside,  
10 referred to herein as "COUNTY".  
11

12 RECITALS

- 13 1) DISTRICT and COUNTY desire to provide Adult School Crossing Guard services at  
14 selected public street intersections, referred to herein as "SERVICE," and desire to  
15 specify the terms and conditions under which SERVICE is to be financed, operated,  
16 and conducted.  
17  
18 2) SERVICE locations are within the DISTRICT boundaries but under COUNTY  
19 jurisdiction.  
20

21 SECTION I

22 COUNTY AGREES:

- 23 1) To provide SERVICE at approved locations having marked crosswalks and  
24 traffic signs, and in accordance with the standards and practices of COUNTY  
25 Transportation Department.  
26  
27 2) To train and equip Adult School Crossing Guards used for SERVICE.  
28



1  
2 3) DISTRICT may request SERVICE from COUNTY at any location having a  
3 crosswalk and related traffic signs on any County of Riverside Maintained Road  
4 having an improved surface. COUNTY reserves the right to take up to 90  
5 calendar days to process the request and begin SERVICE.

6  
7 4) The daily SERVICE is a minimum of four (4) hours per approved location but not to  
8 exceed eight (8) hours on each and every day that the affected school is in session.  
9 Hours of SERVICE may be divided into shifts and shall be charged two (2) hours  
10 minimum for each scheduled shift that service is provided for the entire shift. If a  
11 scheduled shift exceeds 2 hours, or if service is not provided for the entire shift, then  
12 District will be charged for actual hours that service is provided for that shift.

13 The DISTRICT shall assist the County in the recruiting of a person qualified for  
14 SERVICE upon COUNTY's request. Such person shall become an employee of  
15 COUNTY during the time period that SERVICE is provided, and shall be subject to all  
16 terms and conditions of employment for COUNTY employees.

17  
18 5) DISTRICT shall provide COUNTY with notice of SERVICE schedule change or  
19 temporary adjustment. Notice shall be provided not less than three (3) working days  
20 prior to the date and time of SERVICE schedule change. For SERVICE schedule  
21 change locations that are not provided notice at least three (3) working days in  
22 advance, COUNTY may, at their option, charge DISTRICT for regularly scheduled  
23 SERVICE hours.

24  
25 6) This Agreement shall expire on June 30, 2012, or at any time prior to that date upon  
26 thirty (30) calendar-day written notice from either party.

1 7) This Agreement shall not prohibit DISTRICT from providing its own SERVICE BY  
2 hiring and funding its own staff, using volunteers, or hiring and funding approved  
3 contract SERVICE. Such SERVICE must adhere to current law, COUNTY  
4 ordinances, and COUNTY practice established for Adult School Crossing Guards.  
5

6 8) School District and the County of Riverside do each hereby mutually covenant and  
7 agree to defend, indemnify, and hold harmless the other, and each of them, and their  
8 respective officers, agents, servants and employees, from any and all liabilities, claims,  
9 demands, suits, actions and causes of action arising out of or in any manner connected  
10 with any act or omission of such indemnifying party done or performed in connection  
11 with such indemnifying party's duties and obligations hereunder.  
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1            NOTICES:

2            Any notice required to be sent pursuant to this Agreement shall be sent

3            By Regular mail, addressed as follows:

4  
5            Alvord Unified School District  
6            Dr. Wendel Tucker  
7            District Superintendent  
8            10365 Keller Avenue  
9            Riverside, CA 92505

                 County of Riverside  
                 Juan C. Perez  
                 Director of Transportation  
                 P.O. Box 1090  
                 Riverside, CA 92502

10           SCHOOL DISTRICT

                 COUNTY OF RIVERSIDE

11           Dated: 5-20-10  
12           By: Wendel W. Tucker  
                 District Superintendent

                 Dated: 6/30/10  
                 By: Juan C. Perez  
                 Director of Transportation

13           Attest:  
14           By: \_\_\_\_\_

                 By: \_\_\_\_\_  
                 Chairman  
                 Board of Supervisors

15           APPROVED AS TO FORM:

                 Attest: Kecia Harper-Ihem  
                 Clerk of the Board of Supervisors

16           By: \_\_\_\_\_

                 By: \_\_\_\_\_  
                 Deputy Clerk of the Board

17           APPROVED AS TO FORM:

                 Pamela Walls  
                 County Counsel

18           By: M. L. Victor 7/8/10  
                 Deputy County Counsel  
                 Marsha L. Victor

19           MD:sa  
20           April 27, 2010



1  
2 COOPERATIVE AGREEMENT  
3 FOR THE PROVISION OF ADULT SCHOOL CROSSING GUARD SERVICES  
4 WITHIN COUNTY OF RIVERSIDE RIGHT-OF-WAY  
5

6 Pursuant to the authority of Vehicle Code Section 21100(i) and the repeal of Education  
7 Code Sections 45452 and 45452.5 (Stats. 1993, Chp. 59, §1(e); Stats. 1993, Chp. 60, §3),  
8 this Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, between the  
9 Corona-Norco Unified School District, referred to herein as 'DISTRICT,' and the County of  
10 Riverside, referred to herein as "COUNTY".  
11

12 RECITALS

- 13 1) DISTRICT and COUNTY desire to provide Adult School Crossing Guard services at  
14 selected public street intersections, referred to herein as "SERVICE," and desire to  
15 specify the terms and conditions under which SERVICE is to be financed, operated,  
16 and conducted.  
17  
18 2) SERVICE locations are within the DISTRICT boundaries but under COUNTY  
19 jurisdiction.  
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21 SECTION I

22 COUNTY AGREES:

- 23 1) To provide SERVICE at approved locations having marked crosswalks and  
24 traffic signs, and in accordance with the standards and practices of COUNTY  
25 Transportation Department.  
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27 2) To train and equip Adult School Crossing Guards used for SERVICE.  
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2 3) DISTRICT may request SERVICE from COUNTY at any location having a  
3 crosswalk and related traffic signs on any County of Riverside Maintained Road  
4 having an improved surface. COUNTY reserves the right to take up to 90  
5 calendar days to process the request and begin SERVICE.  
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7 4) The daily SERVICE is a minimum of four (4) hours per approved location but not to  
8 exceed eight (8) hours on each and every day that the affected school is in session.  
9 Hours of SERVICE may be divided into shifts and shall be charged two (2) hours  
10 minimum for each scheduled shift that service is provided for the entire shift. If a  
11 scheduled shift exceeds 2 hours, or if service is not provided for the entire shift, then  
12 District will be charged for actual hours that service is provided for that shift.  
13 The DISTRICT shall assist the County in the recruiting of a person qualified for  
14 SERVICE upon COUNTY's request. Such person shall become an employee of  
15 COUNTY during the time period that SERVICE is provided, and shall be subject to all  
16 terms and conditions of employment for COUNTY employees.  
17

18 5) DISTRICT shall provide COUNTY with notice of SERVICE schedule change or  
19 temporary adjustment. Notice shall be provided not less than three (3) working days  
20 prior to the date and time of SERVICE schedule change. For SERVICE schedule  
21 change locations that are not provided notice at least three (3) working days in  
22 advance, COUNTY may, at their option, charge DISTRICT for regularly scheduled  
23 SERVICE hours.  
24

25 6) This Agreement shall expire on June 30, 2012, or at any time prior to that date upon  
26 thirty (30) calendar-day written notice from either party.  
27  
28

1 7) This Agreement shall not prohibit DISTRICT from providing its own SERVICE BY  
2 hiring and funding its own staff, using volunteers, or hiring and funding approved  
3 contract SERVICE. Such SERVICE must adhere to current law, COUNTY  
4 ordinances, and COUNTY practice established for Adult School Crossing Guards.  
5

6 8) School District and the County of Riverside do each hereby mutually covenant and  
7 agree to defend, indemnify, and hold harmless the other, and each of them, and their  
8 respective officers, agents, servants and employees, from any and all liabilities, claims,  
9 demands, suits, actions and causes of action arising out of or in any manner connected  
10 with any act or omission of such indemnifying party done or performed in connection  
11 with such indemnifying party's duties and obligations hereunder.  
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1 NOTICES:

2 Any notice required to be sent pursuant to this Agreement shall be sent

3 By Regular mail, addressed as follows:

4  
5 Corona-Norco Unified School District  
6 Dr. Kent L. Bechler  
7 District Superintendent  
8 2820 Clark Avenue  
9 Norco, CA 92860

County of Riverside  
Juan C. Perez  
Director of Transportation  
P.O. Box 1090  
Riverside, CA 92502

8 SCHOOL DISTRICT

COUNTY OF RIVERSIDE

9  
10 Dated: 5/10/10

Dated: 6/30/10

11 By: [Signature]  
12 District Superintendent

By: [Signature]  
13 Juan C. Perez  
14 Director of Transportation

13 Attest: [Signature]  
14 By: \_\_\_\_\_

By: \_\_\_\_\_  
15 Chairman  
16 Board of Supervisors

17 APPROVED AS TO FORM:

Attest: Kecia Harper-Ihem  
18 Clerk of the Board of Supervisors

18 By: \_\_\_\_\_

By: \_\_\_\_\_  
19 Deputy Clerk of the Board

20 APPROVED AS TO FORM:

21 Pamela Walls  
22 County Counsel

23  
24 By: [Signature] 7/8/10  
25 Deputy County Counsel  
26 **Marsha L. Victor**

27 MD:sa  
28 April 27, 2010

1  
2 COOPERATIVE AGREEMENT  
3 FOR THE PROVISION OF ADULT SCHOOL CROSSING GUARD SERVICES  
4 WITHIN COUNTY OF RIVERSIDE RIGHT-OF-WAY  
5

6 Pursuant to the authority of Vehicle Code Section 21100(i) and the repeal of Education  
7 Code Sections 45452 and 45452.5 (Stats. 1993, Chp. 59, §1(e); Stats. 1993, Chp. 60, §3),  
8 this Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, between the  
9 Riverside Unified School District, referred to herein as 'DISTRICT," and the County of  
10 Riverside, referred to herein as "COUNTY".  
11

12 RECITALS

- 13 1) DISTRICT and COUNTY desire to provide Adult School Crossing Guard services at  
14 selected public street intersections, referred to herein as "SERVICE," and desire to  
15 specify the terms and conditions under which SERVICE is to be financed, operated,  
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19 jurisdiction.  
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- 23 1) To provide SERVICE at approved locations having marked crosswalks and  
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27 2) To train and equip Adult School Crossing Guards used for SERVICE.  
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COOPERATIVE AGREEMENT

FOR THE PROVISION OF ADULT SCHOOL CROSSING GUARD SERVICES  
WITHIN COUNTY OF RIVERSIDE RIGHT-OF-WAY

Pursuant to the authority of Vehicle Code Section 21100(i) and the repeal of Education Code Sections 45452 and 45452.5 (Stats. 1993, Chp. 59, §1(e); Stats. 1993, Chp. 60, §3), this Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, between the Romoland School District, referred to herein as 'DISTRICT,' and the County of Riverside, referred to herein as "COUNTY".

RECITALS

- 1) DISTRICT and COUNTY desire to provide Adult School Crossing Guard services at selected public street intersections, referred to herein as "SERVICE," and desire to specify the terms and conditions under which SERVICE is to be financed, operated, and conducted.
- 2) SERVICE locations are within the DISTRICT boundaries but under COUNTY jurisdiction.

SECTION I

COUNTY AGREES:

- 1) To provide SERVICE at approved locations having marked crosswalks and traffic signs, and in accordance with the standards and practices of COUNTY Transportation Department.
- 2) To train and equip Adult School Crossing Guards used for SERVICE.



1 SECTION II

2 DISTRICT AGREES:

- 3 1) To pay to the COUNTY an amount equal to 100% of the labor and overhead cost  
4 of SERVICE during the time period of July 1, 2010, to June 30, 2012.
- 5
- 6 2) Payment shall be made on hours of SERVICE provided in accordance with  
7 COUNTY hourly charge rate.
- 8

9 SECTION III

10

11 IT IS MUTUALLY AGREED AS FOLLOWS:

- 12
- 13 1) DISTRICT shall provide to COUNTY the name(s) of street intersections and  
14 schedule of hours and days of SERVICE desired. DISTRICT shall provide to  
15 COUNTY the name(s) and telephone number(s) of DISTRICT personnel  
16 authorized to make schedule decisions and requests for SERVICE.
- 17
- 18 2) COUNTY shall use reasonable efforts to provide standby personnel to fill a  
19 temporary vacancy created at a location where the regularly assigned Adult  
20 School Crossing Guard is not available. In the event a qualified Adult School  
21 Crossing Guard cannot be found to fill the temporary vacancy, COUNTY shall  
22 contact the affected school by telephone, facsimile, or messenger to notify the  
23 school administration that the location will be vacant. The school principal,  
24 authorized designee, or DISTRICT may, at their option, select and place trained  
25 and equipped Adult School Crossing Guards at such vacant locations until such  
26 time as COUNTY can provide regular or standby Adult School Crossing Guards.  
27 COUNTY is not obligated to substitute COUNTY staff or other COUNTY-paid  
28 employees in place of regular or standby Adult School Crossing Guards for SERVICE.

1  
2 3) DISTRICT may request SERVICE from COUNTY at any location having a  
3 crosswalk and related traffic signs on any County of Riverside Maintained Road  
4 having an improved surface. COUNTY reserves the right to take up to 90  
5 calendar days to process the request and begin SERVICE.  
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5

6 8) School District and the County of Riverside do each hereby mutually covenant and  
7 agree to defend, indemnify, and hold harmless the other, and each of them, and their  
8 respective officers, agents, servants and employees, from any and all liabilities, claims,  
9 demands, suits, actions and causes of action arising out of or in any manner connected  
10 with any act or omission of such indemnifying party done or performed in connection  
11 with such indemnifying party's duties and obligations hereunder.  
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1 NOTICES:

2 Any notice required to be sent pursuant to this Agreement shall be sent

3 By Regular mail, addressed as follows:

4  
5 Romoland School District  
6 Bobbie Plough  
7 District Superintendent  
8 25900 Leon Road  
9 Homeland, CA 92548

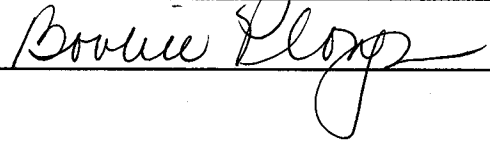
County of Riverside  
Juan C. Perez  
Director of Transportation  
P.O. Box 1090  
Riverside, CA 92502


10 SCHOOL DISTRICT

COUNTY OF RIVERSIDE

11 Dated: 5-10-2010

Dated: 6/30/10

12 By: 

By:   
Juan C. Perez  
Director of Transportation

13 Attest:  
14 By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

15 APPROVED AS TO FORM:

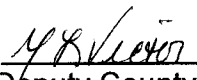
Attest: Kecia Harper-Ihem  
Clerk of the Board of Supervisors

16 By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk of the Board

APPROVED AS TO FORM:

Pamela Walls  
County Counsel

By:  7/8/10  
Deputy County Counsel  
Marsha L. Victor

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24 MD:sa  
25 May 3, 2010