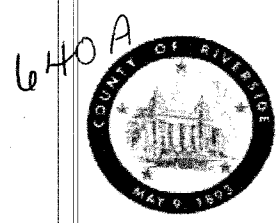


FORM APPROVED COUNTY COUNSEL
 BY: MARSHAL VICTOR 7/12/10
 DATE

**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)

FINANCIAL DATA	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

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grandel

County Executive Office Signature

Dept't Recomm.: Policy
 Per Exec. Ofc.: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 27, 2010
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

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 65th Street
Oakdale Street and Merry Meadows Lane
Orange Street (mid-block) West of Cleveland Street
68th 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

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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 27th day of July 2010, between the Alvord Unified 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.

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SECTION II

DISTRICT AGREES:

- 1) To pay to the COUNTY an amount equal to 100% of the labor and overhead cost of SERVICE during the time period of July 1, 2010, to June 30, 2012.

- 2) Payment shall be made on hours of SERVICE provided in accordance with COUNTY hourly charge rate.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

- 1) DISTRICT shall provide to COUNTY the name(s) of street intersections and schedule of hours and days of SERVICE desired. DISTRICT shall provide to COUNTY the name(s) and telephone number(s) of DISTRICT personnel authorized to make schedule decisions and requests for SERVICE.

- 2) COUNTY shall use reasonable efforts to provide standby personnel to fill a temporary vacancy created at a location where the regularly assigned Adult School Crossing Guard is not available. In the event a qualified Adult School Crossing Guard cannot be found to fill the temporary vacancy, COUNTY shall contact the affected school by telephone, facsimile, or messenger to notify the school administration that the location will be vacant. The school principal, authorized designee, or DISTRICT may, at their option, select and place trained and equipped Adult School Crossing Guards at such vacant locations until such time as COUNTY can provide regular or standby Adult School Crossing Guards. COUNTY is not obligated to substitute COUNTY staff or other COUNTY-paid employees in place of regular or standby Adult School Crossing Guards for SERVICE.

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

4) The daily SERVICE is a minimum of four (4) hours per approved location but not to exceed eight (8) hours on each and every day that the affected school is in session. Hours of SERVICE may be divided into shifts and shall be charged two (2) hours minimum for each scheduled shift that service is provided for the entire shift. If a scheduled shift exceeds 2 hours, or if service is not provided for the entire shift, then District will be charged for actual hours that service is provided for that shift. The DISTRICT shall assist the County in the recruiting of a person qualified for SERVICE upon COUNTY's request. Such person shall become an employee of COUNTY during the time period that SERVICE is provided, and shall be subject to all terms and conditions of employment for COUNTY employees.

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

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

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

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

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
13 District Superintendent

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

14 Attest:
15 By: _____

By: Marion Ashley
Chairman
Board of Supervisors

16 APPROVED AS TO FORM:

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

17 By: _____

By: Marsha L. Victor
Deputy Clerk of the Board

18 APPROVED AS TO FORM:

Pamela Walls
County Counsel

19 MD:sa
20 April 27, 2010

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

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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 27th day of July 2010, between the Corona-Norco Unified 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.

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

4) The daily SERVICE is a minimum of four (4) hours per approved location but not to exceed eight (8) hours on each and every day that the affected school is in session. Hours of SERVICE may be divided into shifts and shall be charged two (2) hours minimum for each scheduled shift that service is provided for the entire shift. If a scheduled shift exceeds 2 hours, or if service is not provided for the entire shift, then District will be charged for actual hours that service is provided for that shift. The DISTRICT shall assist the County in the recruiting of a person qualified for SERVICE upon COUNTY's request. Such person shall become an employee of COUNTY during the time period that SERVICE is provided, and shall be subject to all terms and conditions of employment for COUNTY employees.

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

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

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

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

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

Director of Transportation

14 Attest: [Signature]
15 By: _____

By: [Signature]

Chairman
Board of Supervisors

ANION ASHLEY

16 APPROVED AS TO FORM:

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

17
18 By: _____

By: [Signature]
19 Deputy Clerk of the Board

20 APPROVED AS TO FORM:

Pamela Walls
County Counsel

21
22 MD:sa
23 April 27, 2010

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

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

7 Pursuant to the authority of Vehicle Code Section 21100(i) and the repeal of Education
8 Code Sections 45452 and 45452.5 (Stats. 1993, Chp. 59, §1(e); Stats. 1993, Chp. 60, §3),
9 this Agreement is entered into this 27th day of July 2010, between the
10 Riverside Unified School District, referred to herein as 'DISTRICT,' and the County of
11 Riverside, referred to herein as "COUNTY".

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 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.

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4) The daily SERVICE is a minimum of four (4) hours per approved location but not to exceed eight (8) hours on each and every day that the affected school is in session. Hours of SERVICE may be divided into shifts and shall be charged two (2) hours minimum for each scheduled shift that service is provided for the entire shift. If a scheduled shift exceeds 2 hours, or if service is not provided for the entire shift, then District will be charged for actual hours that service is provided for that shift. The DISTRICT shall assist the County in the recruiting of a person qualified for SERVICE upon COUNTY's request. Such person shall become an employee of COUNTY during the time period that SERVICE is provided, and shall be subject to all terms and conditions of employment for COUNTY employees.

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6) This Agreement shall expire on June 30, 2012, or at any time prior to that date upon 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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NOTICES:

Any notice required to be sent pursuant to this Agreement shall be sent
By Regular mail, addressed as follows:

Riverside Unified School District
Dr. Richard L. Miller
District Superintendent
3380 Fourteenth Street
Riverside, CA 92501

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

SCHOOL DISTRICT

COUNTY OF RIVERSIDE

Dated: 05/05/2010

Dated: 6/30/10

By: Michael H. Fine
Michael H. Fine
Deputy Superintendent – Business

By: Juan C. Perez
Juan C. Perez
Director of Transportation

Attest:
By: _____

By: Marion Ashley
Chairman
Board of Supervisors
MARION ASHLEY

APPROVED AS TO FORM:
By: [Signature]

Attest: Kecia Harper-Ihem
Clerk of the Board of Supervisors
By: [Signature]
Deputy Clerk of the Board

APPROVED AS TO FORM:
Pamela Walls
County Counsel

MD:sa
April 27, 2010

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

JUL 27 2010 3:28

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 27th day of July 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.
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9 SECTION III

10
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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
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- 3) DISTRICT may request SERVICE from COUNTY at any location having a crosswalk and related traffic signs on any County of Riverside Maintained Road having an improved surface. COUNTY reserves the right to take up to 90 calendar days to process the request and begin SERVICE.

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- 6) This Agreement shall expire on June 30, 2012, or at any time prior to that date upon 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 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: Bobbie Plough

By: Juan C. Perez
Director of Transportation

13 Attest:
14 By: _____

By: Marion Ashley
Chairman
Board of Supervisors
MARION ASHLEY

15 APPROVED AS TO FORM:

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

16 By: _____

By: [Signature]
Deputy Clerk of the Board

17 APPROVED AS TO FORM:

Pamela Walls
County Counsel

18 MD:sa
19 May 3, 2010

20 By: [Signature] 7/8/10
Deputy County Counsel
Marsha L. Victor