

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE AND THE
DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
REGARDING SCHOOL CROSSING GUARDS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ___ day of _____, 20___, by and between the City of Roseville, a municipal corporation (“CITY”), and the Dry Creek Joint Elementary School District, a public school district (“DISTRICT”); and

W I T N E S S E T H:

WHEREAS, DISTRICT desires the City of Roseville (“COR”) to assign School Crossing Guards (“SCGs”) to school campuses to assist DISTRICT in providing its pupils with a safe and secure route to and from school; and

WHEREAS, DISTRICT is willing to partially compensate CITY for CITY’s operational costs in providing the SCGs;

WHEREAS, CITY is willing to provide the SCGs to perform crossing guard duties in support of its safety goals; and

WHEREAS, any and all prior MOUs or agreements between CITY and DISTRICT are hereby repealed and replaced by this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Crossing Guard Services.

a. CITY will provide as warranted one SCG to perform regular crossing guard duties near Coyote Ridge Elementary School and other schools as needed during the schools' 2023-2024, 2024-2025, and 2025-2026 school calendars on student days of attendance. SCG hours are 30-40 minutes before school start time and 30-40 minutes after school dismissal for normal hours of operation, typically defined as 8:15 a.m. to 8:45 a.m. and 2:50 p.m. to 3:25 p.m. on student days of operation; subject, however, to the availability of the SCGs as determined by CITY as set forth in subsection (c).

b. The scope of work of the SCGs shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference. Services to be performed by the SGCs will be at the specified crossing sites near the school as determined by traffic counts performed by the CITY.

c. For purposes of this MOU, "availability" shall be in the sole determination of the CITY Safe Route to Schools Coordinator, or his/her designated representative, taking into consideration any factors including, without limitation, the health of the SCG, vacations, and staff shortage. However, in specific instances of a SGC taking a leave of absence for more than one week, another available school crossing guard will be assigned temporarily to the applicable school during such leave. CITY will communicate with and notify school site administration as soon as possible when a SCG will not be available on a student day of attendance. CITY shall advise the SCGs to take into consideration the school vacation calendar when scheduling time off.

d. The parties agree that CITY retains control over assignments, wages and other terms and conditions of employment by CITY of the SCGs. DISTRICT acknowledges that the SCGs are held to the requirements of the law and CITY policy. DISTRICT agrees that it

shall not have authority to direct the SCG's activities. DISTRICT will immediately notify the CITY of any concerns regarding the SGCs.

2. DISTRICT Payment.

a. It is understood and agreed by DISTRICT and CITY that DISTRICT will pay CITY less than full time cost of providing the SGCs. Actual payment could fluctuate if additional SCGs are requested or required than what is listed below. To partially offset CITY's operational budget costs in providing SGCs for the 2023-2024 through 2025-2026 school years, DISTRICT shall pay CITY the following:

1. 2023-2024: one (1) SGCs at eight thousand, three hundred dollars (\$8,300) each for a total of eight thousand, three hundred dollars (\$8,300).

2. 2024-2025: one (1) SGCs at eight thousand, six hundred dollars (\$8,600) each for a total of eight thousand, six hundred dollars (\$8,600).

3. 2025-2026: one (1) SGCs at eight thousand, nine hundred dollars (\$8,900) each for a total of eight thousand, nine hundred dollars (\$8,900).

b. If CITY receives additional funding from a Federal or State agency to be used to address school safety, the DISTRICT's payment may be negotiated at the DISTRICT's request.

3. Term of Agreement. This MOU shall commence upon execution and expire on June 30, 2026, unless terminated earlier in accordance with this MOU. The parties may elect to extend the MOU and may negotiate the term of any optional renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

4. Indemnification. Each party shall defend, indemnify, and hold harmless from

liability the other party, its officers, agents, and employees of and from all claims, damages, costs, liabilities, or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to or death of persons or damage to property caused or resulting from or arising out of the party's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this MOU, except those matters arising from the other party's sole or active negligence. The parties intend that this provision shall be broadly construed.

5. Insurance. Each party hereto shall procure and maintain insurance policies or self-insurance programs to fund their respective liabilities under this MOU. CITY and DISTRICT agree to maintain the following coverages during the term of this MOU:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

Each party shall submit a certificate evidencing such coverage in a form satisfactory to the other party. Each party shall also provide a separate endorsement form or section of the policy showing the other party, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation.

6. Governing Agreement. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern.

7. Assignment. This MOU and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

8. Independent Capacity. For purposes of this MOU, CITY and DISTRICT shall each act in an independent capacity and not as officers, employees or agents of the other. Nothing in this MOU establishes, constitutes or will be construed as establishing or constituting a partnership, agency or employment relationship between CITY and DISTRICT. SCGs providing services under this MOU shall remain the employees of CITY, and shall not be employees of DISTRICT. CITY shall retain full authority to direct and control the activities of the SCGs and supervise and discipline the SCGs in accordance with CITY policies and procedures.

9. No Liability for Other Party's Employees. Each party shall assume responsibility and liability for the acts of its own employees in connection with the performance of their official duties under this MOU. For tort liability purposes, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own personnel that occur within the scope of their official duties and for which liability may be imposed under the law.

10. No Third Party Beneficiary. The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

11. Termination of Agreement. Either party may terminate this Agreement by giving the other party one (1) years advance written notice. In the event of termination, CITY shall be paid for all work performed to the date of termination, on a prorated basis.

12. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this MOU or the performance thereof, the prevailing

party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this MOU shall be brought in Placer County, California, regardless of where else venue may lie. This MOU shall be governed by and construed in accordance with the laws of the State of California.

13. Modification. This MOU and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

14. Severability. If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

15. Notices. Any notices to parties required by this MOU shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Jason Shykowski
Public Works Director
City of Roseville
311 Vernon Street.
Roseville, CA 95678

DISTRICT

James Ferguson
Assistant Superintendent
Dry Creek Joint Elementary School District
8849 Cook Riolo Road
Roseville, CA 95747

Either party may amend its address for notice by giving notice to the other party in writing.


16. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20 __, and DISTRICT has caused this MOU to be executed.

CITY OF ROSEVILLE, a
municipal corporation

DRY CREEK JOINT ELEMENTARY
SCHOOL DISTRICT, a public school
district

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
James Ferguson
Assistant Superintendent

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT "A"

School Crossing Guard Scope of Work

To perform duties related to escorting children across roadway intersections.

- Escort children across designated intersections.
- Observe and report traffic violations.
- Promote and enforce safety procedures for pedestrians and bicyclists; survey designated area for potential hazards to the children's health and welfare.
- Direct traffic in emergency situations.
- Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
- Perform related duties as assigned.