

AGREEMENT

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE LAS LOMITAS SCHOOL DISTRICT
FOR THE REIMBURSEMENT OF CERTAIN COSTS ASSOCIATED WITH
THE SCHOOL CROSSING GUARD PROGRAM**

THIS AGREEMENT, made and entered into this _____ day of _____, 2005,
by and between the COUNTY OF SAN MATEO, a political subdivision of the State of
California, hereinafter called "County", and the Las Lomitas School District, hereinafter called
"District".

WITNESSETH:

WHEREAS, the Board of Supervisors desires to provide protection for public school
pupils who are required to cross certain heavily traveled roadways within the unincorporated
areas of the county; and

WHEREAS, such protection could be afforded such public school pupils by placing
crossing guards at various locations within the unincorporated areas of the county; and

WHEREAS, the Board of Supervisors has final authority over the total cost of the school
crossing guard program that will be paid or reimbursed from amounts deposited in the Half Cent
Fund; and

WHEREAS, Section 42201(e) of the California Vehicle Code further provides that the Board of Supervisors may specify that any school district crossing guard program in unincorporated areas shall be maintained by the school districts desiring to participate in the program; and

WHEREAS, the District and County agree that the District shall provide school crossing guard at the location(s) described in Exhibit 'A', which exhibit is attached to and made a part of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The District shall provide crossing guard(s) at the locations described and during the hours listed in Exhibit 'A.'
2. The District shall invoice County bimonthly for the allowable direct costs incurred for the provision of crossing guard(s) during the preceding two (2) months. Invoices shall include certified payroll documentation indicating the actual dates and number of hours worked, hourly wages and benefit costs for crossing guards assisting public school pupils crossing at the location(s) described and during the hours listed in Exhibit 'A'.
3. The total amount to be reimbursed on an annual basis shall not exceed Eleven Thousand Dollars (\$11,000).
4. The District shall defend, save harmless and indemnify the County, its officers and employees from any and all claims for injuries or damage to persons and/or property and any other liability incurred in connection with the provision of crossing guards and which result from the acts or omissions of the District, its officers, employees, agents and/or subcontractors. The duty of the District to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. The District shall submit to the County in writing any requests to revise the locations, hours, wages or benefits specified in Exhibit 'A' not later than March 31 of each year for the following school year commencing on or about September 1.

6. The County shall provide reimbursement for the allowable costs within thirty (30) days of receipt of the invoice.

7. The County shall promptly notify the District of any necessary adjustments to the Program that may arise due to revenue shortfalls beyond the County's control.

8. The County shall evaluate requests from the District to revise the locations, hours, wages or benefits specified in Exhibit 'A' and shall notify the District in writing whether program funding will allow the requests to be accommodated. Program revisions shall be accomplished by an amendment to Exhibit 'A,' which amendment shall require the adoption of a Resolution by the Board of Supervisors.

9. The allowable costs to be reimbursed under the Program shall include only the actual hourly wages and benefits directly attributable to the provision of crossing guards at the locations and during the hours specified in Exhibit 'A.' Costs associated with the utilization of crossing guard personnel for performing any other duties shall not be reimbursed.

10. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands on the day and year first above written.

“County”

COUNTY OF SAN MATEO

BY

**Richard S. Gordon, President
Board of Supervisors, County of San Mateo**

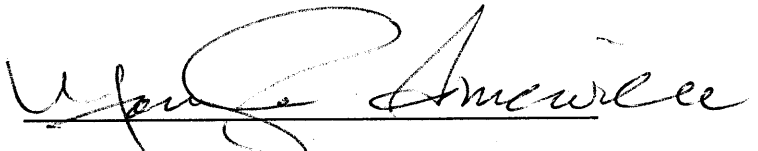
ATTEST:

**County Manager / Clerk of the
Board of Supervisors**

“District”

Las Lomas School District

BY



Mary Ann Somerville, Superintendent

EXHIBIT 'A'

Las Lomas School District Crossing Guard

Las Lomas School District shall provide one (1) crossing guard for the Las Lomas School. The crossing guard shall be assigned the location(s) and hours specified below.

Location: Intersection of Alameda de las Pulgas and Camino al Lago

<u>Hours – Regular School Day:</u>	8:15 a.m. to 10:30 a.m.	2.25 hours per day
	1:50 p.m. to 3:45 p.m.	<u>1.90 hours per day</u>
	TOTAL	4.15 hours per day
<u>Hours – Minimum School Day:</u>	8:15 a.m. to 10:30 a.m.	2.25 hours per day
	1:50 p.m. to 2:10 p.m.	<u>0.33 hours per day</u>
	TOTAL	2.58 hours per day

Approximate number of working days per school year:	180
Approximate number of hours worked per school year:	800
Approximate total cost per year:	\$ 10, 043

NOT TO EXCEED AMOUNT: \$ 11,000 per year