

**AGREEMENT**

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

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**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 San Mateo/Foster City 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 Five Thousand Dollars (\$5,000).
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** \_\_\_\_\_  
**Jerry Hill, President**  
**Board of Supervisors, County of San Mateo**

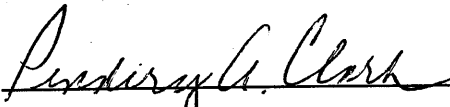
**ATTEST:**

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

**“District”**

**San Mateo/Foster City School District**

**BY**

  
\_\_\_\_\_  
**Pendery Clark, Superintendent**

**EXHIBIT 'A'**

**San Mateo-Foster City School District Crossing Guards**

San Mateo-Foster City School District shall provide a total of two (2) crossing guards for Highlands Elementary School. The crossing guards shall be assigned the location(s) and hours specified below.

**1. Highlands Elementary**

Crossing Guard Location: Intersection of Newport Street and Monticello Road

<u>Hours – Regular School Day:</u>	8:00 a.m. to 8:45 a.m.	0.75 hours per day
	2:20 p.m. to 3:15 p.m.	<u>0.92 hours per day</u>
	TOTAL	1.67 hours per day

<u>Hours – Minimum School Day:</u>	8:00 a.m. to 8:45 a.m.	0.75 hours per day
	12:00 p.m. to 12:50 p.m.	<u>0.83 hours per day</u>
	TOTAL	1.58 hours per day

Approximate number of working days per school year:	180
Approximate number of hours worked per school year:	301
Approximate total cost per year for school:	\$ 2,255

**2. Highlands Elementary**

Crossing Guard Location: Intersection of Yorktown Road and Bunker Hill Drive

<u>Hours – Regular School Day:</u>	8:00 a.m. to 8:45 a.m.	0.75 hours per day
	2:20 p.m. to 3:15 p.m.	<u>0.92 hours per day</u>
	TOTAL	1.67 hours per day

<u>Hours – Minimum School Day:</u>	8:00 a.m. to 8:45 a.m.	0.75 hours per day
	12:00 p.m. to 12:50 p.m.	<u>0.83 hours per day</u>
	TOTAL	1.58 hours per day

Approximate number of working days per school year:	180
Approximate number of hours worked per school year:	301
Approximate total cost per year for school:	\$ 2,255

**Totals**

Approximate total for two (2) locations: \$ 4,509  
Contingency Amount: 451

**AGREEMENT NOT TO EXCEED AMOUNT: \$ 5,000**