

AGREEMENT

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

THIS AGREEMENT, made and entered into this _____ day of _____, **2009**,
by and between the COUNTY OF SAN MATEO, a political subdivision of the State of
California, hereinafter called "County", and the BROADMOOR POLICE PROTECTION
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 standards for the provision of school crossing guards; 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, or has provided, crossing guard(s) at the locations

described and during the hours listed in Exhibit 'A.'

2. The District shall invoice the County for the allowable direct costs incurred for the provision of crossing guard(s) during fiscal year 2008-09. Invoices shall be sent to the attention of the Director of Public Works. Invoices shall certify the amount that has been expended to date, and further certify that all monies have been expended in accordance with crossing guard activities as set forth in Exhibit 'A', and were expended according to established wage and benefit rates for employees of the District performing the services. The first payment shall be made to District in one lump sum payment of Forty Thousand Dollars (\$40,000), to be made within thirty (30) days of the receipt of an invoice as described above. If the invoiced amount is less than \$40,000, such excess payment shall be considered as an advance payment for services through the expiration date of this agreement. District shall submit a second invoice to the County within thirty (30) days of the expiration date of this Agreement. Any excess or unearned payment amount shall be reimbursed or returned to the Department of Public Works together with the second invoice.

3. The total amount to be paid to the District under this Agreement shall not exceed Forty Thousand Dollars (\$40,000).

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 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 utilization of crossing guard personnel for performing any other duties shall not be reimbursed.

6. The term of this agreement shall be from July 1, 2008 to June 30, 2009. District shall advise the County Director of Public Works of its desire to extend this Agreement or enter into a new agreement for the next fiscal year no later than May 30, 2009.

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

“County”

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors, County of San Mateo

ATTEST:

County Manager/Clerk of the
Board of Supervisors

District”

BROADMOOR POLICE PROTECTION DISTRICT

By: _____