

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made as of this 11th day of September 2007, by and between the City of Fullerton (City) and the Fullerton School District (School District) as a statement of agreement and clarification of intentions relating to the Adult Crossing Guard Program (Program) now in effect. City and School District do hereby agree to the following:

- I. On May 17, 1998, the City and School District had entered into a Crossing Guard Agreement (Agreement) regarding staffing and cost-sharing considerations between the parties, as set forth in Exhibit "A."
- II. Pursuant to Section XI of the Agreement, the School District notified the City of its intention to immediately terminate the Agreement, effective April 26, 2007.
- III. City and School District subsequently met and reviewed the status of the Program. As a result, both parties agree to support the Program subject to the following conditions:
 - A. The MOA will be in effect upon approval by the policy-making bodies of both parties (i.e. the Fullerton City Council and the Fullerton School District Board), with an initial term ending June 30, 2008. The MOA shall automatically renew for successive one-year terms beginning July 1, 2008, unless either party terminates the MOA by providing the other party with thirty (30) days written notice.
 - B. City shall provide staff of crossing guards at such hours, days, and locations as mutually agreed upon by the City and School District, as set forth in Exhibit "B," attached hereto and incorporated herein by reference.
 - C. City and School District shall share the cost of the Program, as more particularly set forth in Exhibit "C," attached hereto and incorporated herein by reference.
 - D. City shall conduct a study of the three crossings located at Elm/Richman, Harbor/Valencia, and Gilbert/Pioneer in May 2008 to determine if they meet warrants. For any of these three crossings that do not meet warrants, City and School District will continue to share the cost on a 50/50 basis. Costs for warranted crossings will be paid for by City.
 - E. City shall bill School District on an annual basis for its share of the Program's cost. City shall bill School District in January of each year. Payments shall be received by City no later than sixty (60) days after receipt of billing.

- F. At least sixty (60) days prior to each successive renewal of the MOA, City shall provide School District with a cost estimate for the upcoming school year.
- G. City shall prepare and maintain accurate and complete financial records of its expenses related to the Program. School District or its authorized representative shall have access of any books, documents, and records pertinent to the MOA for the purpose of a financial audit.
- H. City is and shall at all times be deemed to be an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee of principle and agent between School District and City or any of City's agents or employees. City, its agents and employees shall not be entitled to any rights or privileges of School District employees and shall not be considered in any manner to be School District employees.
- I. School District is and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principle and agent between City and School District or any of either School District's agents or employees. School District, its agents and employees shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.
- J. City agrees to indemnify, hold harmless, and defend School District, its officers, agents, subcontractors and employees from and against any and all claims, demands, losses, legal and investigation expenses or liability of any kind or nature, which School District, its officers, agents, subcontractors and employees may sustain or incur, or which may be imposed upon them, or any of them, for injury to or death of persons, or damage as a result of, arising out of, or in any manner connected with the performance of City, its agents, subcontractors or employees, under the terms of this MOA, or with the condition of City's property, excepting only liability arising out of sole negligence of School District.
- K. School District agrees to indemnify, hold harmless, and defend City, its officers, agents, subcontractors and employees from and against any and all claims, demands, losses, legal and investigation expenses or liability of any kind or nature, which City, its officers, agents, subcontractors and employees may sustain or incur, or which may be imposed upon them, or any of them, for injury to or death of persons, or damage as a result of, arising out of, or in any manner connected with the performance of School District, its agents, subcontractors or employees, under the terms of this MOA, or with the condition of School District's property, excepting only liability arising out of sole negligence of City.


- L. City may subcontract for the services to be provided under this MOA without the prior approval of School District.
- M. City and School District will meet and confer to examine the possibility of upgrading crossing signage to newer color standards or technology.

The above contain all the points agreed to by both parties and signatures below affirm the intention to take all necessary steps in fulfilling the duties and obligations described above.

FOR THE CITY



Mayor

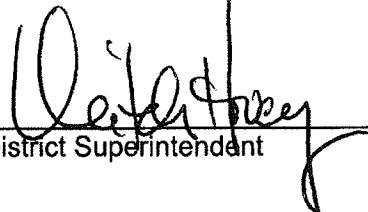


City Manager

FOR THE SCHOOL DISTRICT



President of the Board



District Superintendent

Exhibit A

FULLERTON SCHOOL DISTRICT CROSSING GUARD SCHEDULE

SCHOOL	CORNER	SCHEDULE	SPECIAL HOURS	HOURS
Acacia Elementary*	Acacia & Melody Lane	7:30-10:15, 11:45-1:00, 1:30-3:30	Wed. 7:30-8:30, 11:45-1:00, 2:30-3:15	3.0
Acacia Elementary*	Acacia & Dorothy	7:30-10:15, 11:45-1:00, 1:30-3:30	Wed. 7:30-8:30, 11:45-1:00, 2:30-3:15	3.0
Commonwealth	Commonwealth & Lillie	7:30-9:00, 11:30-12:30, 2:30-3:30	Wed. 7:30-9:00, 11:30-1:45	3.5
Commonwealth	Commonwealth & St. College	7:30-8:30, 2:30-3:30	Wed. 7:30-8:30, 1:00-1:45	3.0
Fern Dr. Elementary	Basque & Malvern	8:10-9:10, 11:30-12:30, 2:30-3:45	Wed. 8:10-9:10, 11:30-2:00	3.3
Laguna Road	Laguna Road & Domingo	8:30-9:15, 3:00-4:00	Wed. 8:30-9:15, 1:15-2:00	3.0
Maple School	Lemon & Valencia	7:30-8:30, 10:00-12:15, 2:15-2:45	Wed. 7:30-8:30, 9:15-10:15, 11:30-12:15, 1:15-1:45	3.3
Orangethorpe	Brookhurst & Orangethorpe	7:15-8:30, 1:45-3:00	Wed. 7:15-8:30, 12:15-1:00	3.0
Orangethorpe	Brookhurst & Roberta	7:15-8:30, 1:45-3:00	Wed. 7:15-8:30, 12:15-1:00	3.0
Pacific Drive	Valencia & Eadington	7:45-8:45, 9:45-12:45, 1:45-3:30	Wed. 7:45-8:45, 9:45-1:15, 1:45-3:00	5.8
Parks Jr. High	Conejo & Parks	7:00-8:00, 2:00-3:30		3.0
Raymond School	Raymond & Chapman	7:15-8:30, 9:30-10:30, 12:00-3:00	Wed. 7:15-9:30, 10:30-12:30	5.3
Richman Elementary	Highland & Elm	7:15-8:15, 9:30-12:15, 1:15-3:00	Wed. 7:15-8:15, 11:30-2:00	5.5
Richman Elementary	Richman & Elm	7:15-8:15, 9:30-12:15, 1:15-3:00	Wed. 7:15-8:15, 11:30-2:00	5.5
Richman Elementary	Richman & Valencia	7:15-8:15, 9:30-12:15, 1:15-3:00	Wed. 7:15-8:15, 11:30-2:00	5.5
Rolling Hills	Rolling Hills	8:00-8:45, 11:45-12:15, 2:30-3:30	Wed. 8:00-8:45, 11:45-2:00	3.0
Rolling Hills	Rolling Hills & Brea	8:00-8:45, 2:30-3:30	Wed. 8:00-8:45, 1:30-2:00	3.0
Sunset Lane	Gilbert & Pioneer	7:30-8:45, 2:30-3:30	Wed. 7:45-8:45, 1:00-2:00	3.0
Sunset Lane	Rosecrans & Camino Centroloma	7:30-8:45, 2:30-3:45	Wed. 7:30-8:45, 1:00-2:00	3.0
Valencia Park	Commonwealth & Pritchard	7:30-8:45, 11:00-12:00, 2:30-3:30	Wed. 7:30-8:45, 11:00-1:00	3.3
Valencia Park	Valencia & Magnolia	7:30-8:45, 11:00-12:00, 2:30-3:30	Wed. 7:30-8:45, 11:00-1:00	3.3
Valencia Park	Valencia & Pritchard	7:30-8:45, 11:00-12:00, 2:30-3:30	Wed. 7:30-8:45, 11:00-1:00	3.3
Woodcrest School	Richman & Baker	Wed. only 7:15-8:30, 11:45-1:30		3.0

TOTAL HOURS = 83.6

*Only half of the hours are billed to Fullerton School District.

EXHIBIT B

ADULT CROSSING GUARD MOA - SEPTEMBER 2007

CITY OF FULLERTON AND FULLERTON SCHOOL DISTRICT
CROSSING GUARD LOCATIONS

<u>SITE</u>	<u>SCHOOL</u>	<u>INTERSECTION</u>	<u>DAILY HOURS</u>
1	Beechwood K-8	Beechwood/Puente	3.00
2	Commonwealth	Commonwealth/State College	3.00
3	Commonwealth	Commonwealth/Lillie	3.75
4	Fern Drive	Basque/Malvern	5.50
5	Ladera Vista, Jr.	Acacia/Wilshire	3.00
6	Laguna Road	Coronado/Laguana Road	3.00
7	Maple	Lemon/Valencia	5.25
8	Maple	Harbor/Valencia	5.25
9	Orangethorpe	Brookhurst/Roberta	3.00
10	Orangethorpe	Brookhurst/Orangethorpe	3.00
11	Pacific Drive	Eadington/Valencia	5.00
12	Pacific Drive	Basque/Valencia	5.00
13	Parks, Jr.	Conejo/Parks	3.00
14	Raymond	Chapman/Raymond	4.50
15	Richman	Elm/Highland	4.50
16	Richman	Richman/Valencia	4.50
17	Richman	Elm/Richman	4.50
18	Rolling Hills	Rolling Hills/Woodbine	3.75
19	St. Juliana's/Acacia	Acacia/Dorothy	5.00
20	St. Juliana's/Acacia	Acacia/Melody	5.00
21	Sunset Lane	Gilbert/Pioneer	3.00
22	Sunset Lane	Camino Centroloma/Rosecrans	3.00
23	Valencia Park	Pritchard/Valencia	5.00
24	Valencia Park	Magnolia/Valencia	5.00
25	Valencia Park	Commonwealth/Pritchard	5.00
26*	Ruby Drive	Placentia/Ruby	3.00
27*	Topaz	Bradford/Topaz	3.00
28*	Topaz	Garnet/Sapphire	3.00

* = Crossings are located in Fullerton, but serve the Placentia/Yorba Linda School District

EXHIBIT C
ADULT CROSSING GUARD MOA – SEPTEMBER 2007
CITY OF FULLERTON AND FULLERTON SCHOOL DISTRICT
COST SHARING BETWEEN PARTIES

As described in the MOA, the City and School District agree to the following points:

- The eight (8) crossings that had been recommended for deletion last summer will be retained and the costs will be shared between the City and School District on a 50/50 basis.
- Costs for warranted crossing guards under the MOA will be paid for by the City.
- City will conduct a study of the crossings at Elm/Richman, Harbor/Valencia, and Gilbert/Pioneer in May 2008 to determine if they meet warrants. If, at that time, any or all of these crossings meet warrants, then the City will be responsible for 100% of Program costs associated with these crossings.
- City shall bill School District on an annual basis in January for its share of the Program's cost.
- Payments from School District shall be received by City no later than sixty (60) days after receipt of billing.
- At least sixty (60) days prior to annual renewal of the MOA, City shall provide School District with a cost estimate for the upcoming school year.
- City shall prepare and maintain accurate and complete financial records of its expenses related to the Program. School District or its authorized representative shall have access of any books, documents, and records pertinent to the MOA for the purpose of a financial audit.