

AGREEMENT BETWEEN THE CITY OF CUPERTINO AND FREMONT UNION HIGH SCHOOL DISTRICT FOR CROSSING GUARD PROGRAM

This Agreement, dated Nov. 16, 2016 by and between the City of Cupertino ("City"), and the Fremont Union High School District ("FUHSD") coordinates efforts to improve traffic congestion and safety near various schools throughout the City.

WHEREAS, traffic congestion and safety around Monta Vista High School, Lincoln Elementary School, Kennedy Middle School, and other schools throughout the City has been a community wide issue for a number of years; and

WHEREAS, traffic congestion and safety is a concern for all parties and that various traffic studies and recommendations to reduce congestion and improve safety in these school areas and other schools throughout the City have been completed; and

WHEREAS, the City administers a crossing guard program at locations throughout the City; and

WHEREAS, representatives of the City, FUHSD and the Sheriff's Office desire to coordinate efforts and share information so that the City Crossing Guard Program is responsive to community traffic congestion and safety concerns; and

WHEREAS, a prior crossing guard pilot project was mutually extended through March 2016 and it is now mutually desired to enter into a similar agreement that includes public schools throughout the City.

NOW, THEREFORE, the parties agree to implement the following for the 2016/17 school year through the 2021/22 school year:

I. CITY/SHERIFF'S OFFICE

1. The City will periodically conduct engineering studies, per the provisions provided in the Manual of Uniform Traffic Control Devices (MUTCD), at intersections near public schools.
2. The City will fund crossing guard services, subject to budget availability, at priority intersections where engineering studies indicate that crossing guards should be located.
3. The City will respond to requests from FUHSD to add additional intersections, as warranted by engineering studies at other locations.
4. The Sheriff's Office will observe all schools and prioritize to the level of resources available, Deputies to serve at various City locations at start and ending times appropriate for the schools.
5. The Sheriff's Office will annually attend and lead a one hour training event for crossing guard responsibilities and safety.
6. Crossing guards at all locations will properly queue and coordinate student crossing of the street in an efficient manner that prioritizes student safety and vehicular traffic flow.
7. Crossing Guard locations for the start of the 2016/17 school year will be:
 - a) Stevens Creek Blvd. at Finch Ave.

- b) Hyannisport Dr. at Fort Baker Dr.
 - c) McClellan Rd. at Bubb Rd.
 - d) N. Blaney Ave. at Forest Ave.
 - e) N. Blaney Ave. at Merritt Dr.
 - f) S. Blaney Ave. at Suisun Dr.
 - g) Greenleaf Dr. at S. Stelling Rd.
 - h) Bubb Rd. at Hyannisport Dr.
 - i) N. De Anza Blvd. at Mariani Ave.
 - j) Vista Dr. at Merritt Dr.
 - k) Vista Dr. at Stevens Creek Blvd.
 - l) McClellan Rd. at Lincoln Elementary
 - m) McClellan Rd. at Orange Ave.
 - n) Bubb Rd. at Regnart Rd.
 - o) Barnhart Ave. at S. Tantau Ave.
8. Periodically perform walk audits to identify specific improvements, both on-campus and off, that would improve traffic and pedestrian safety.

II. FUHSD

- 1. Student drop-off zones at all school's student parking lots will be utilized to the maximum extent practicable.
- 2. Coordinate the start times and end times of all schools so that the collective number of students arriving or leaving a collection of schools is minimized.
- 3. Promote cell phone waiting zones at the Monta Vista High School and Cupertino High School student parking lots where those driving can wait to get a call from their passenger before going to pick them up.
- 4. Provide minimum of one district participant to monthly City Safe Route to School program working group meeting.
- 5. Timely respond and provide to City requested Safe Route to School data.
- 6. Provide programs encouraging parent/student safety education, walking and biking to school.
- 7. Evaluate possible capital improvements such as additional traffic signal, pedestrian crossing signal, and bicycle cages and consider funding or contributing to the funding of capital projects.
- 8. Cooperate, provide input and give special consideration to completion of improvements that are identified in City performed walk audits.
- 9. FUHSD will share in the funding of the Crossing Guard Program with the City for the duration of this agreement, up to an annual amount of \$12,500, due to the City no later than June 30th of each calendar year.
- 10. Any FUHSD intersection added to the Crossing Guard Program at the request of FUHSD will be in addition to the \$12,500 cost share noted above and reimbursed to the City at 100% actual costs per intersection added no later than June 30th of each calendar year.
- 11. FUHSD shall be invoiced annually by the City at the end of each school year.

III. RIGHTS, DUTIES, LIABILITIES

- 1. Each party in this Agreement acknowledges that this Agreement does not diminish or expand any rights, duties, liabilities, immunities or defenses any part to this Agreement has to any third party claims, demands, or suits that presently exist, or that may arise in the future, including, but expressly not limited to these immunities or defenses existing under Government Code sections 815 et.seq., Education Code Section 44808, or any other statute or law. Each party further acknowledges and agrees that this Agreement does

not confer on any party to this Agreement any additional rights, responsibilities, remedies, or liabilities against any party to this Agreement as to any existing or future third party liability claim, demand, or suit.

IV. NOTICES

Communications relating to this Agreement shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, or by private messenger or courier service:

To the City: David Brandt, City Manager
City of Cupertino
10300 Torre Ave.
Cupertino, CA 95014

To FUHSD: Polly Bove, Superintendent
Fremont Union High School District
589 W. Fremont Ave. Sunnyvale, CA 94087

To Sheriff's Office: Captain Ricardo Urena, WV Patrol Div. Cmdr.
Santa Clara County Office of the Sheriff
1601 S. De Anza Blvd. #148
Cupertino, CA 95014

IV. SIGNATURES


IN WITNESS WHEREOF, the parties execute this Agreement:

CITY OF CUPERTINO

Date: _____

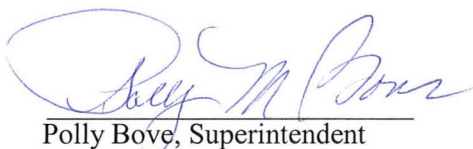
By: 
David Brandt, City Manager

APPROVED AS TO FORM:


for Randolph Hom, City Attorney

FREMONT UNION HIGH SCHOOL

Date: 11/16/16


Polly Bove, Superintendent

ATTACHMENT A

School	Street	Street	# of Guards
Collins Elementary	N. Blaney Ave.	Forest Ave.	1
	N. Blaney Ave.	Merritt Dr.	1
Eaton Elementary	S. Blaney Ave.	Suisun Dr.	1
Garden Gate Elementary	Greenleaf Dr.	S. Stelling Rd.	1
Kennedy Middle	Bubb Rd.	Hyannisport Dr.	1
Kennedy Middle/Monta Vista HS	Hyannisport Dr.	Fort Baker Dr.	1
Lawson Middle	N. De Anza Blvd.	Mariani Ave.	1
	Vista Dr.	Merritt Dr.	1
	Vista Dr.	Stevens Creek Blvd.	1
Lincoln Elementary	McClellan Rd.		1
Monta Vista High School	McClellan Rd.	Orange Ave.	1
Monta Vista High School	McClellan Rd.	Bubb Rd.	1
Regnart Elementary	Bubb Rd.	Regnart Rd.	1
Sedgwick Elementary	Barnhart Ave.	S. Tantau Ave.	1
Cupertino High	Stevens Creek Blvd.	Finch Ave.	2