

## **Interlocal Governmental Agreement for School Crossing Guard Program**

This Interlocal Governmental Agreement for School Crossing Guards is entered into between the City of League City (the City), a political subdivision acting by and through its City Council, and the Clear Creek Independent School District, a political subdivision acting by and through its Board of Trustees. Both parties acknowledge that a School Crossing Guard Program is necessary to provide for the safety of students and citizens.

### **Term of Agreement**

This Agreement begins August 1, 2012 and, unless extended by written agreement of both parties, ends July 31, 2015. Before the beginning of each school year, the need for crossing guards at particular locations throughout the City will be evaluated and revisions to the number and/or location may be made as the parties determine necessary. Any amendment shall be in writing and signed by both parties.

### **General Description of Services**

Crossing guards will be employed by CCISD and assigned to campuses within the City of League City as determined by the parties. For the 2012 – 2013 school year, CCISD will employ and assign a total of ten (10) crossing guards, including a team leader, to campuses in the City of League City. The crossing guards will work in shifts ranging from two hours to four hours each day for 183 work days. A list of initial locations reflecting the number of crossing guards assigned to each location is attached as Exhibit A and incorporated by reference.

### **Consideration**

The City agrees to pay CCISD a flat fee of \$66,264.30 per school year paid in two equal installments in January and July. This amount is subject to annual adjustment by the parties as necessitated by an increase or decrease in the number and locations of crossing guards. Any adjustment will be reflected in a written amendment to this Agreement executed by both parties. Exhibit A will be modified accordingly if and when adjustments are made.

### **Responsibilities**

Each party assumes full responsibility for the actions of their own employees and each shall remain solely responsible for their own employees' subdivision, daily direction and control and payment of salary and benefits. At all times and for all purposes, the crossing guards employed and assigned under this program are considered employees of CCISD. The City shall have no duty of supervision or level of control over the details of their work and the crossing guards shall not be deemed to have any employment relationship with the City of League City.

Neither party waives or relinquishes any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

**Miscellaneous**

This Agreement shall be construed in accordance with the laws of the State of Texas. In no event shall any dispute arising hereunder be submitted to arbitration. Venue for any dispute arising out of the performance of the Agreement shall be in Galveston County, Texas.

Any notices required under this Agreement shall be sent to the following representatives for the parties.

For CCISD:

For the City of League City

This agreement shall be effective on the last date below written.

**CCISD**

**City of League City**

By: \_\_\_\_\_  
Name: Dee Scott

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: Board President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NUMBER OF EMPLOYEES		CROSSING GUARD ASSIGNMENTS	LEAGUE CITY SCHOOLS	GUARD POSITIONS NEEDED		GUARD TIMES	
						A.M.	P.M.
1 INTER	2094 @ DAVIS RD.		Clear Creek Int			8:00-9:00	3:30-4:30
1 ELEM	COMPASS ROSE @ MARINA PARK		Ferguson Elem			7:15-8:15	2:30-3:30
1 ELEM	LAGUNA POINTE DR. @ Front Driveway		Hyde Elem			7:15-8:15	2:30-3:30
1 ELEM PM ONLY	DRIVEWAY FRONT of SCHOOL		Bayside Int			Pm Only	3:30-4:30
NONE	Village Way @ FRONT of SCHOOL		Mossman Elem		ADD ONE GUARD	7:15-8:15	2:30-3:30
1 ELEM	COUNTRY LN. & CREEKBEND LN.		Hall Elem			7:15-8:15	2:30-3:30
NONE	Meadowside St. @ Morningside Dr.		Hall Elem		ADD ONE GUARD	7:15-8:15	2:30-3:30
1 ELEM	COLEMAN BOYLAN DR @ BRADSHAW NURSERY Rd.		Ralph Parr Elem			7:15-8:15	2:30-3:30
1 ELEM	TURNER RD @ HOBBD RD.		Bauerschlag Elem			7:15-8:15	2:30-3:30
1 ELEM	LEAGUE CITY Pkwy @ HOBBD RD.		Bauerschlag Elem			7:15-8:15	2:30-3:30
1 ELEM	LEAGUE CITY Pkwy @ Magnolia Meadow		Gilmore Elem			7:15-8:15	2:30-3:30