

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE ALLEN INDEPENDENT SCHOOL DISTRICT RELATING TO SCHOOL CROSSING GUARDS; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, has been presented a proposed Interlocal Agreement by and between the City of Allen, Texas, and the Allen Independent School District, a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference (herein called "Agreement"), relating to school crossing guards; and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Allen and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Agreement is hereby approved, and the Mayor is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in Exhibit "A" hereto.

SECTION 2. Resolution No. 806-8-87 (R) is hereby repealed effective on the last date of execution of the Agreement.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF JULY 2018.

APPROVED:

Stephen Terrell, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY
(PGS:7-11-18:TM 100935)

EXHIBIT “A”

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ALLEN, TEXAS, AND
THE ALLEN INDEPENDENT SCHOOL DISTRICT
REGARDING SCHOOL CROSSING GUARDS**

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This Interlocal Agreement is made and entered into by and between the City of Allen, Texas (the “City”), and the Allen Independent School District (the “School District” or “AISD”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

Whereas, pursuant to the Texas Interlocal Cooperation Act, TEX. GOVT. CODE, §§ 791.001, et seq., the Parties are empowered to contract with each other for the performance of governmental functions.

Whereas, the City recognizes its responsibility in providing traffic safety, particularly in school areas (“School Traffic Safety Program” or “Program”); and

Whereas, the City and the School District have agreed to share in a School Traffic Safety Program both financially and operationally; and

Whereas, the City and the Allen School District have developed the School Traffic Safety Program.

Now therefore, for and in consideration of the following promises and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Administration.

1. That a Traffic Safety Committee, composed of members of AISD staff and City staff shall meet from time-to-time, for determining school crossing guard locations and other matters related to the School Traffic Safety Program.
2. The *Traffic Control Devices for School Zones* document dated March 2017, and incorporated herein, shall be a guide in placing and retaining school crossing guard location and other safety devices.
3. The City Manager, or designee, is hereby empowered to administer and carry out the City responsibilities in the School Traffic Safety Program as provided herein.
4. The City Manager and the AISD Superintendent, or their respective designees, can agree to place or not place a crossing guard considering special circumstances or conditions.

B. Term. The initial term of the Agreement shall commence upon the date that Parties signatures are affixed hereto and shall expire on July 31, 2019. After the initial term, this

Agreement will automatically renew for successive terms of one (1) year each unless either Party elects to exercise its right to terminate under this Agreement.

C. Division of Responsibility.

1. AISD shall administer the School Traffic Safety Program. AISD shall employ the school crossing guards and other personnel necessary for the School Traffic Safety Program, including hiring, training, payroll, performance review, and time keeping.
2. Financial responsibility shall be shared between the City and AISD, as follows:
 - a. Crossing guard salaries for those stationed within the corporate limits of the City will be shared 50/50 between AISD and the City. AISD will provide the City with an estimated Program cost annually on or before May 30 of each calendar year for the AISD ensuing fiscal year. The Parties shall mutually agree to the proposed budget for the Program for the then AISD ensuing fiscal year.
 - b. Charges for work done in-house by AISD will not be shared. However, if special materials, rentals or contracting is needed, these expenses mutually agreed to by the Parties, will be shared equally by the Parties.
3. Evaluations of traffic conditions will be made by the City's Engineering Department with reference to the *Traffic Control Devices for School Zones*.
4. The City's Engineering Department will install and maintain the facilities (signage, crosswalks, etc.) at 100% of the cost.

D. Crossing Guards.

1. Crossing guard warrants shall be determined in accordance with reasonable and prudent engineering practice by a licensed professional engineer on behalf of the City.
2. The School District shall provide substitute guards as needed.
3. Crossing guards employed by AISD shall be paid hourly.
4. Training of the crossing guards will be provided by the City Police Department and AISD staff.
5. Crossing guards will report student misbehavior to the crossing guard coordinator designated by AISD.
6. Crossing guards shall pick opportunities to create gaps in the traffic, if necessary, but rely on natural gaps in traffic first.

7. When necessary, AISD may request that the City Engineer perform a traffic safety survey.
8. A minimum of twenty (20) students should regularly use the crossing in order to qualify for a crossing guard.
9. The need for a crossing guard may be evaluated by either Party.
10. A minimum of three (3) surveys will be conducted before a recommendation is made to create or remove a crossing guard assignment.

E. Use of Other Control Methods.

1. Crosswalks – No parking shall be permitted 20 feet in advance and twenty feet beyond to improve visibility at the crossing.
2. Warning lights shall be placed on the school zone sign on major thoroughfare streets with more than two lanes of traffic or under unusual speed non-compliance conditions.

F. Independent Contractor. Each Party shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the other Party. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants and employees. AISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor AISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or AISD.

G. Compensation Throughout Duration of Agreement. The City, in consideration for the governmental services being provided by AISD pursuant to this Agreement, agrees to reimburse AISD for the salary costs incurred by AISD for the crossing guards and other costs as set forth in Section C.2. above. AISD shall provide City a written invoice for the salary costs incurred by AISD for the crossing guards and other costs as set forth in Section C.2. above within thirty (30) days after the end of each fiscal year of AISD. The City shall pay the invoice within 30 days of receipt of such invoice in accordance with the Prompt Payment Act.

H. Notice. Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

AISD: Superintendent
 Allen ISD
 600 E. Bethany Drive
 Allen, Texas 75002

City: City Manager
City of Allen
305 Century Parkway
Allen, Texas 75013

The foregoing addresses for notice may be changed by either Party by delivering written notice of such change to the other Party.

I. General Provisions.

1. **Interlocal Cooperation.** The Parties agree to cooperate with each other in good faith at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each Party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body. The Parties agree that any expenditures made pursuant to this Agreement shall be made from then current revenues.
2. **Entire Agreement/Amendments.** This Agreement contains the entire agreement between the Parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the Parties hereto.
3. **Invalid Provisions.** Any clause, sentence, paragraph or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.
4. **Applicable Laws.** This Agreement shall be constructed in accordance with the laws of the state of Texas.
5. **Governmental Powers/Immunities.** It is understood and agreed that by execution of this Agreement, neither Party waives nor surrenders any of its governmental powers or immunities.
6. **No Waiver.** The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of such Party's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

J. Termination of Agreement. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in Allen, Collin County, Texas, this _____ day of _____, 2018.

**ALLEN INDEPENDENT
SCHOOL DISTRICT**

CITY OF ALLEN, TEXAS

_____, President
Board of Trustees

Stephen Terrell, Mayor

Date: _____
