

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WINTERS JOINT UNIFIED SCHOOL DISTRICT AND  
CITY OF WINTERS REGARDING NONSTUDENT CROSSING GUARDS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into between the Winters Joint Unified School District (“District”) and the City of Winters (“City”) as of the 22<sup>nd</sup> day of March, 2018 (“Effective Date”). The District and City may be referred to individually as “Party” and collectively as “Parties” in this MOU.

**RECITALS**

WHEREAS, District employs nonstudent crossing guards at several locations throughout the City; and

WHEREAS, these nonstudent crossing guards have not been “appointed” pursuant to the California Vehicle Code and, therefore, violations of California Vehicle Code section 2815 regarding the failure to obey school crossing guards, are not enforceable by the Winters Police Department or other law enforcement agencies; and

WHEREAS, the City and District therefore mutually desire to provide for the appointment of nonstudent school crossing guards pursuant to California Vehicle Code section 21100 to ensure the protection of persons who are crossing a street or highway in the vicinity of a school and to allow effective enforcement by law enforcement; and

WHEREAS, the Parties further agree to abide by the procedures, terms, conditions and restrictions set forth in this MOU regarding City’s appointment of nonstudent crossing guards and District’s employment of such nonstudent guards in the City.

**NOW, THEREFORE, District and City agree as follows:**

1. Agreement Binding. This MOU shall be binding upon the Parties and their respective administrators, successors and assigns.

2. Term of Agreement. The term of this MOU shall commence on the Effective Date and shall continue indefinitely until terminated. Either Party may terminate this MOU at any time for any reason upon thirty (30) days advance written notice to the other Party.

3. Appointment of Crossing Guards. All nonstudent crossing guards (“Guards”) employed by the District to perform crossing guard services in the City shall be appointed by the City’s Chief of Police, pursuant to the City’s policies and Vehicle Code section 21100(i). District is solely responsible for selecting and nominating an adequate number of eligible persons to serve as Guards, as determined necessary in District’s sole discretion, to be appointed by the City’s Chief of Police. Prior to appointing any Guards, the City’s Chief of Police may, in his or her sole discretion, verify that all Guards are eligible for appointment, which may include, among other things, a review of a Guard’s criminal background check or other District employment eligibility.

4. Contracting of Crossing Guards. The District and City agree that all Guards shall

be at all times employed, directly or through independent contract, solely by District and that District is solely responsible for the cost of providing the nonstudent crossing guard services, and providing all necessary equipment, including but not limited to that equipment required by state law or regulation. The Parties understand and agree that the District may modify, reduce or terminate the nonstudent crossing guard services, as deemed necessary by the District, and City shall not be liable for any decision to so modify, reduce or terminate District's nonstudent crossing guard services. The Parties agree that the District, its employees, agents, volunteers and contractors, including any and all Guards, shall not be deemed employees of the City. The City, its employees, agents, volunteers and contractors, shall not be deemed employees of the District.

5. Crossing Guard Training. City agrees to provide a general training course on public safety and traffic regulation to appointed Guards to assist with the Guards' performance of crossing guard services. All such training and materials shall be planned and conducted at City's own discretion and cost.

6. Notice. Any notice required or permitted under this MOU shall be given in writing, and shall be deemed received as follows: when actually delivered, if sent by personal messenger; as of the date and time sent, if sent by facsimile; or when deposited in the mail, if sent by certified U.S. mail, postage prepaid. Notices shall be addressed as follows:

To District:  
Winters Joint Unified School District  
Attn: Superintendent  
909 West Grant Ave  
Winters, CA 95694

To City:  
City of Winters  
Attn: City Manager  
318 First Street  
Winters, CA 95694

7. Release from Liability and Indemnification. District, its officials, officers, employees, representatives, agents, contractors, and invitees, hereby releases and forever discharges City and its officials, officers, employees, representatives, agents, contractors, and invitees from any and all claims, demands, damages, costs, attorneys' fees, liabilities, obligations, expenditures, and causes of action arising from or related to this MOU or the Guards' performance of crossing guard services. District further agrees to indemnify, defend, protect and hold harmless the City, its officials, officers, employees, representatives, agents, contractors, and invitees, from and against any and all claims (including, without limitation, claims for bodily injury, death, nuisance or damage to property), demands, obligations, damages, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees and costs) which may arise from or in any manner relate to this MOU or the Guards' performance of crossing guard services. District's indemnification obligations pursuant to this MOU shall survive the expiration or earlier termination of this MOU.

8. Assignment. Neither Party shall assign its rights and obligations under this MOU without the prior written consent of the other Party.

9. Entire Agreement. This MOU is fully integrated. District and City intend this MOU to be the final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions. This MOU shall supersede all oral or written, prior and contemporaneous agreements and understandings in connection with this MOU.

10. Amendment. This MOU may be amended only through mutual written agreement of the Parties.

11. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

THIS MEMORANDUM OF UNDERSTANDING is executed by the duly authorized representatives of District and City as of the date first herein above written.

BY: WINTERS JOINT UNIFIED SCHOOL DISTRICT



Todd Cutler Ed.D., Superintendent  
Winters JUSD

3 / 19 / 18  
DATE

BY: CITY OF WINTERS



John Donlevy., City Manager

3-22-2018  
DATE