

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: October 12, 2023
RE: City of Clare & Clare Public Schools Intergovernmental Agreement – Crossing Guards

For the Agenda of October 16, 2023

Background. Michigan Compiled Laws, Section 257.613c (*att'd*) places the responsibility of school crossing guards on the local law enforcement agency having jurisdiction over the local school crossing. Locating, hiring, and retaining qualified individuals to serve in this very part-time, low-paid position has become increasingly difficult. As such, Chief Saad and I met with Clare Public Schools (CPS) Superintendent Jim Walter to discuss funding a wage increase for this critical position. The City Staff has negotiated the terms of the Agreement with the CPS Superintendent (see *att'd* memo from Chief Saad). Consequently, we asked our City Attorney to craft an intergovernmental agreement (*copy att'd*). The City Commission is asked to consider and approve the agreement.

It is also recommended that the City Commission authorize its City Manager to execute any and all documents related to said agreement on behalf of the City of Clare and authorize the City Treasurer/Finance Director to make any and all necessary budget amendments.

Issues & Questions Specified. Should the City Commission approve an intergovernmental agreement with Clare Public Schools for the School Crossing Guard positions?

Alternatives.

1. Approve the proposed inter-governmental agreement.
2. Approve the proposed agreement with modifications or stipulations.
3. Do not approve the proposed agreement.
4. Set aside the decision regarding this matter to a later date.

Financial Impact. The City of Clare currently pays wages and benefits for City Crossing Guards to perform their duties and covers the cost of supplies and equipment to carry out their job. The proposed agreement stipulates that CPS will pay \$10,800.00 annually to help cover these expenses.

Recommendation. I recommend that the City Commission approve the proposed inter-governmental agreement and authorize its City Manager to execute any and all documents related to said agreement on behalf of the City of Clare and authorize the City Treasurer/Finance Director to make any and all necessary budget amendments by adoption of Resolution 2023-084 (*copy att'd*).

Attachments.

1. MCL 257.613c.
2. Memo from Chief Saad.
3. Proposed InterGov Agreement.
4. Resolution 2023-084.

MICHIGAN VEHICLE CODE (EXCERPT)
Act 300 of 1949

257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.

Sec. 613c. (1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.

(2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.

History: Add. 1978, Act 227, Imd. Eff. June 14, 1978.

Diane Lyon

Subject: FW: Crossing Guard Agreement

From: Dave Saad <DSaad@cityofclare.gov>

Sent: Tuesday, October 10, 2023 12:06 PM

To: Diane Lyon <DLyon@cityofclare.gov>

Cc: Shannon Sirpilla <SSirpilla@cityofclare.gov>; Jeremy Howard <JHoward@cityofclare.gov>

Subject: Re: Crossing Guard Agreement

Subject: Crossing Guard Funding Memo

I am pleased to inform you that Clare Public School will be contributing \$10,800 toward the cost of maintaining and providing pay increases for our dedicated school crossing guards. This funding will help the City of Clare Police Department cover both wages and necessary safety equipment to ensure the safety of our students and the entire school community.

Crossing guards play a crucial role in maintaining the safety of our students as they travel to and from school. By providing this financial support, the Clare school is reinforcing our shared commitment to creating a secure and nurturing environment for all our students.

We appreciate the dedication and hard work of our crossing guards, and we recognize the vital role they play in our school community. This investment in their wages and safety equipment demonstrates gratitude for their service and our commitment to prioritizing the well-being of our students.

If you have any questions or concerns regarding this funding allocation, please feel free to contact me.

Chief David Saad
City of Clare Police Department

CROSSING GUARD SERVICE AGREEMENT

AGREEMENT made _____, 2023, between the **CLARE PUBLIC SCHOOLS**, a public corporation, with its principal place of business at 201 E. State Street, Clare, MI 48617, hereinafter called "School", and the **CITY OF CLARE**, a Municipal Corporation of the County of Clare, of 202 W. Fifth Street, Clare, MI 48617, hereinafter called "City".

WHEREAS, School is a duly organized and existing school district providing public education to students residing in City and its surrounding Townships; and

WHEREAS, Section 613c (MCL 257.613c) places the responsibility of school crossing guards on the local law enforcement agency having jurisdiction of the crossing; and

WHEREAS, School has agreed to assist in the funding of the school crossing guard expense under the terms and conditions of this agreement.

NOW, THEREFORE, THE PARTIES AGREE:

- 1. Payments by School.** In consideration of the City implementing, training, equipping, and supervising school crossing guards within its corporate limits, School agrees to pay the City the following:
 - a) Ten Thousand Eight Hundred and no/100ths (\$10,800.00) Dollars towards the direct wage or payroll costs of the crossing guard personnel; and
 - b) Such other expenses as the Board of Education may approve from time-to-time.

The City will invoice the School annually in June of each year of the agreement period. Payment in full will be due to the City within sixty (60) days of the date of the invoice.

- 2. Warranty by City.** The City shall comply with the requirements set forth in 1949 PA 300, MCL 257.613b and 257.613c as amended. City shall assume full responsibility for the hiring, supervision and discipline of all crossing guard personnel.
- 3. School Crossing Stations.** The parties acknowledge that the following school crossings are currently being maintained in the City:
 - Intersection of Wheaton Street and McEwan Street;

- Intersection of State Street and Pine Street.

The City Manager, Chief of Police, and the School Business Manager shall meet annually to review the crossing guard locations. There shall be no modification of the crossing locations without the mutual consent of the parties.

Schedules for services shall be based on the school calendar and shall be furnished to City not later than _____ of each year hereafter by the Business Manager of the School.

4. Termination by School. School may cancel this Agreement upon written notice to City given on or before the beginning of the City's fiscal year. In the event that the School shall terminate this agreement after the beginning of the City's fiscal year, School shall pay to City the salary expense for the balance of the fiscal year plus any other expenses approved by the Board of Education. Thereafter, the crossing guards shall be the sole responsibility of City.

5. Assignment. This Agreement shall not be assigned or transferred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Dated: CLARE PUBLIC SCHOOLS

BY: James Walter
ITS: Superintendent

Dated: CITY OF CLARE

BY: Pat Humphrey
ITS: Mayor

Dated: CITY OF CLARE

BY: Diane Lyon
ITS: Clerk

RESOLUTION 2023-084

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN CLARE PUBLIC SCHOOLS AND THE CITY OF CLARE.

WHEREAS, Clare Public Schools is a duly organized and existing school district providing public education to students residing in the City of Clare and its surrounding Townships; and

WHEREAS, Section 613c (MCL 257.613c) places the responsibility of school crossing guards on the local law enforcement agency having jurisdiction over the school crossing; and

WHEREAS, the City of Clare and Clare Public Schools (CPS) have enjoyed a long-standing relationship regarding the training, equipping, and supervising of the school crossing guards; and

WHEREAS, both parties desire to continue the said relationship and have negotiated terms for an intergovernmental agreement to outline the responsibilities of CPS and the City regarding the school crossing guards; and

WHEREAS, the Clare City Commission has reviewed the terms and conditions of said agreement and has determined approval of said agreement is mutually beneficial to both parties.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Clare hereby approves an intergovernmental agreement, the terms and conditions of said agreement as outlined therein, between Clare Public Schools and the City of Clare stipulating the responsibilities of all parties associated with the school crossing guards for Clare Public Schools.

BE IT FURTHER RESOLVED THAT the Clare City Commission authorizes its City Manager to execute any and all documents related to said agreement on behalf of the City of Clare and authorizes the City Treasurer/Finance Director to make any and all necessary budget amendments.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 16th day of October 2023.

Diane Lyon, City Clerk