

CROSSING GUARD SERVICE AGREEMENT

AGREEMENT made August 28, 2023, between the **BUCHANAN COMMUNITY SCHOOLS**, a public corporation, with its principal place of business at 401 W. Chicago Street, Buchanan, Michigan 49107, hereinafter called "School", and the **CITY OF BUCHANAN**, a Municipal Corporation of the County of Berrien, of 302 Redbud Trail North, Buchanan, Michigan 49107, 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) One-half of 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.
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:
 - (a) Intersection of Fourth Street and Moccasin Avenue;
 - (b) Intersection of Fulton Street and North Red Bud Trail;
 - (c) Intersection of Theoda Court and Front Street;
 - (d) Intersection of Ottawa Street and Front Street;
 - (e) Intersection of Fifth Street and Moccasin Avenue;
 - (f) Intersection of Main Street and Fifth Street;
 - (g) Intersection of Chippewa Street and Front Street;
 - (h) Intersection of Smith Street and South Red Bud Trail;
 - (i) Intersection of Main Street & Moccasin Avenue

The City Manager, Chief of Police and the School Business Manager shall meet annually during the month of July 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 August 15th 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.

BUCHANAN COMMUNITY SCHOOLS

CITY OF BUCHANAN

BY: _____

BY: _____

Its: Board President_____

Its: Mayor – Sean Denison

Attest: _____

Attest: _____

Its: Board Secretary_____

Its: City Clerk — Kalla Langston