



—SHERIFF—
MIKE PRENDERGAST



June 2, 2021

Mr. Ken Frink, City Manager
City of Crystal River
123 NW Highway 19
Crystal River, FL 34428

RE: 2021-2022 School Traffic Control Contract

Mr. Frink:

Enclosed please find your 2021-2022 fiscal year contract for School Traffic Control.

The School Traffic Control contract for 2021-2022 is \$31,408 (11.29% increase).

Once signed, please return the contract to my office. Thanks again for your continued cooperation in providing quality school traffic control services to the citizens of Crystal River. If you have any questions/concerns, please contact me at 352-341-7405.

Yours in Service,

A handwritten signature in blue ink that reads "Mike Prendergast".

Mike Prendergast
Citrus County Sheriff

**2021-2022 AGREEMENT
BETWEEN
THE CITY OF CRYSTAL RIVER, FLORIDA
AND
THE CITRUS COUNTY SHERIFF'S OFFICE
FOR**

SCHOOL TRAFFIC CONTROL

PREAMBLE

It is generally understood by both parties that School Traffic Control Officers will be responsible to provide for the safety of children at crossings near schools and to maintain a safe traffic flow. The absence of School Traffic Control Officers could endanger the lives of children and citizens. It is in the best interest of The City of Crystal River and the Sheriff's Office to cooperatively work to maintain the highest levels of safety for children and motorists.

The program objectives will be to facilitate an orderly and safe collection, transport and discharge of students, parents and staff to and from educational centers in the City of Crystal River and various locations through the county.

It is understood that for the purposes of this agreement the term "Traffic Control Officer" refers to Traffic Control Officers, School Crossing Guards or Community Service Officers.

THIS AGREEMENT, made and entered into this 1st day of July, 2021 between THE CITY OF CRYSTAL RIVER, FLORIDA, (hereinafter referred to as "the City"), and THE CITRUS COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Sheriff's Office");

WITNESSETH:

- A. The City and the Sheriff's Office desire to provide safety and traffic services to the public schools of Crystal River; and
- B. A School Traffic Control Officer Program has been proposed for the public school system in Citrus County, Florida, as hereinafter described; and
- C. The City and the Sheriff's Office recognize the potential benefit of the School Traffic Control Program to the citizens and particularly the school children of Citrus County, Florida; and
- D. It is in the best interest of the City and the Sheriff's Office to establish this program;

NOW, THEREFORE, in consideration of the mutual agreement and covenants contained herein, the City and the Sheriff's Office hereby agree to the following:

ARTICLE I

ESTABLISHMENT

A School Traffic Control Program is hereby established for the public school system of Citrus County, Florida, for a 12-month period, annually commencing from the start of the official school calendar to one year later.

ARTICLE II

RIGHTS AND DUTIES OF THE SHERIFF'S OFFICE

The City will fund Traffic Control Officers (Crossing Guards) for the 2021-22 school year. The Sheriff's Office will provide School Traffic Control Officers as follows:

See Attachment A, attached hereto and incorporated herein by reference

Additional zones, as mutually agreed.

The Sheriff's Office, with input by the respective principal, will determine the number of personnel needed to successfully fill the required posts and manage the program.

Regular Duty Hours of School Traffic Control Officers

1. Each School Traffic Control Officer shall be assigned on days school is in regular session.
2. The School Traffic Control Officer shall report to the assigned sites at the times listed on Attachment A.

Duties of the School Traffic Control Officers

1. The School Traffic Control Officers will work to expeditiously guide children across thoroughfares in the safest manner possible.
2. Officers are expected to minimize the frequency of interruption to vehicular traffic.
3. When school zones become congested, assigned Officers are to use their best efforts to improve traffic flow.
4. At the crossings/intersections traveled by school buses, School Traffic Control Officers will be trained to allow buses to proceed without prolonged or unnecessary delays to other vehicles.

ARTICLE III

RIGHTS AND DUTIES OF THE CITY

The City shall cooperate and communicate with the Sheriff through the Sheriff's Office to provide appropriate services for the schools.

ARTICLE IV

FINANCING OF SCHOOL TRAFFIC CONTROL

The Sheriff's Office shall fund the School Traffic Control as follows:

Ancillary costs of all Traffic Control Officers, to include uniforms, equipment, training instruction.

The City shall fund the School Traffic Program in the sum of \$31,407.90. This sum shall be paid in equal quarterly installments no later than the 15 days following the end of the quarter then due.

ARTICLE V

EMPLOYMENT STATUS OF TRAFFIC CONTROL OFFICERS

Traffic Control Officers shall remain employees of the Sheriff's Office and shall not be deemed employees of the City of Crystal River. The Officers will be under the direct supervision, control and chain of command of the Sheriff.

ARTICLE VI

APPOINTMENT OF TRAFFIC CONTROL OFFICERS

The Sheriff's Office shall be responsible for the recruitment, interviewing and evaluation of the Traffic Control Officers and personnel as assigned through that agency.

ARTICLE VII

DISMISSAL/REPLACEMENT OFFICERS

If the Principal of a school believes that a Traffic Control Officer assigned to that school is not effectively performing his/her duties or responsibilities, the Principal shall recommend to the Superintendent that said Officer be removed from the program at that school and shall state the reasons in writing. Within (30) days after receiving the recommendation from the Principal, the Superintendent, or his/her designee shall advise the Sheriff or his/her designee of said request. If the Sheriff's Office so desires, a meeting between the Principal or their respective designee shall be arranged to mediate any problem(s) that may exist. The Officer's attendance at this meeting will be optional. If the problem cannot be resolved in thirty (30) days or in the event mediation is not sought by the Sheriff's Office, then the Officer will be removed from that school site by the Sheriff and a replacement obtained.

ARTICLE VIII

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon 30 days written notice to the other party, indicating a dissatisfaction of performance in accordance with the terms and conditions of this Agreement. In the event this Agreement is terminated, reimbursement will be made to the Citrus County Sheriff's Office for all services rendered prior to the date of termination. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE IX

NOTICES

Any and all notices or any other communication required or permitted with regard to the structure and scope of this Agreement, shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage, prepaid and addressed as follows:

City Manager
City of Crystal River
123 NW Highway 19
Crystal River, Florida 34428

Sheriff of Citrus County
Citrus County Sheriff's Office
1 Dr. Martin Luther King Jr. Ave
Inverness, Florida 34450

ARTICLE X

GOOD FAITH

The City, the Sheriff's Office, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the immediate parties, Sheriff and City, or the Superintendent and Sheriff or their designees as deemed necessary.

ARTICLE XI

MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter agreed to in writing and signed by both parties.

ARTICLE XII

NON-ASSIGNMENT

This Agreement and each and every covenant herein shall not be capable of assignment unless express written consent of the City of Crystal River and the Sheriff's Office is obtained.

SIGNATURES

We, the undersigned, have reviewed this Agreement for the provision of the Traffic Control Officer Program, and express our concurrence with the methodologies and goals contained. Revisions to this Agreement must be mutually approved by the City of Crystal River and the Sheriff of Citrus County.

City Council



Mike Prendergast, Sheriff

Date



Date

Attachment "A"

School Zones/Times

NE 3rd St & US 19/ Crystal River Middle School	7:10am-8:10am/1:50pm-2:50pm
HWY 44 & NE 8th Ave/Crystal River High/ Elementary	8:30am-9:30am/3:00pm-4:00pm
NE 8th Ave & 7th St/ Crystal River High/Elementary	8:30am-9:30am/3:00pm-4:00pm
NE 8th Ave & 6th St/ Crystal River High/Elementary	8:30am-9:30am/3:00pm-4:00pm
NE 8th & Crystal St./ Elementary	8:30am-9:30am/3:00pm-4:00pm