

**MEMORANDUM OF UNDERSTANDING
FOR REIMBURSEMENT OF CROSSING GUARD SERVICES**

**DIOCESE OF SAN BERNARDINO EDUCATION AND WELFARE CORPORATION,
dba ST. CATHERINE OF ALEXANDRIA SCHOOL**

This Memorandum of Understanding for Reimbursement of Crossing Guard Services ("MOU") is entered into this 25 day of April, 2024 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation ("City") and the DIOCESE OF SAN BERNARDINO EDUCATION AND WELFARE CORPORATION, a California non-profit corporation, doing business as ST. CATHERINE OF ALEXANDRIA SCHOOL, a California private school ("School"), hereinafter, the City and the School may be referred to collectively as the "Parties."

RECITALS

A. On July 16, 2019, the City Council approved a Professional Consultant Services Agreement with All City Management Services, Inc. ("Crossing Guard Agreement") to provide crossing guard services at school locations ("Services"); and

B. City and School desire to enter into this MOU to reimburse costs of the Services associated with the Crossing Guard Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term.** This MOU shall be effective on the date first written above and shall remain in effect until June 30, 2026, unless otherwise terminated pursuant to the provisions herein.

2. **Services.** City has contracted with All City Management Services, Inc. to provide the crossing guard services at School locations ("Services") in accordance with the Professional Consultant Services Agreement dated July 16, 2019 ("Crossing Guard Agreement"). City shall manage the Crossing Guard Agreement during the term of this MOU, except that City and School shall reasonably cooperate to find cost saving measures in the Services performed. City reserves the right to manage and control the Crossing Guard Agreement, including but not limited to its duration and termination.

3. **Compensation.** School shall reimburse City for the performance of the Services during the initial term of this MOU in accordance with the Cost Schedule attached hereto as Exhibit "A" and incorporated herein by this reference, unless an increase is agreed to by the parties.

No more than monthly, City shall submit an invoice to School with supporting documents, by the tenth day of the following month for actual Services performed. School shall reimburse the City for the costs shown on the invoice no later than thirty (30) days after the date of each invoice.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
Attn: Public Works Director 3900
Main Street, 4th Floor
Riverside, Ca 92522

To School

Diocese of San Bernardino
Education and Welfare Corp.
dba St. Catherine of Alexandria
Attn: Principal
7025 Brockton Avenue
Riverside, CA 92506

5. **Non-discrimination.** Except as provided in Section 12940 of the California Government Code, City and School shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, gender expression, veteran or military status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Parties shall also comply with the requirements of the Americans with Disabilities Act in the performance of the MOU.

6. **Defense Obligation.** School agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and councilmembers (collectively the "City Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the School, 01 of anyone employed by or working under the School, or 2) any breach of the MOU by the School. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the City Parties to be Defended were actively, passively, 01 concurrently negligent, or which otherwise assert that the City Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. School agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of School and shall survive the termination of this MOU.

City agrees, at its cost and expense, to promptly defend the School, and the School's employees, officers, managers, agents and council members (collectively the "School Parties

to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the City, or of anyone employed by or working under the City, or 2) any breach of the MOU by the City. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the School Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the School Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. City agrees to provide this defense immediately upon written notice from the School, and with well qualified, adequately insured and experienced legal counsel acceptable to District. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of City and shall survive the termination of this MOU.

7. **Indemnity.** Except as to the sole negligence or willful misconduct of the City, School agrees to indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("City Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any maimer connected with the performance of this MOU, or anyone employed by or working under the School or for services rendered to District in the performance of this MOU, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the School or anyone employed or working under the District.

Except as to the sole negligence or willful misconduct of the District, City agrees to indemnify, protect and hold harmless the School and the School's employees, officers, managers, agents, and Board Members ("School Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are 'in any manner co lmedcted with the performance of this MOU, or anyone employed by or working under the School or for services rendered to City in the performance of this MOU, notwithstanding that the School may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the City or anyone employed or working under the City.

8. **Waiver.** No action or failure to act by the City and/or School shall constitute a waiver of any right or duty afforded the Parties under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this MOU or as may be otherwise agreed in writing.

9. **Amendments.** This MOU may be modified or amended only by a written agreement executed by the School and City.

10. **Time of Essence.** Time is of the essence for each and every provision of this MOU.

11. **Termination.** Upon thirty (30) days' written notice, City shall have the right to terminate this MOU at any time. In the event of such termination, City will submit City's final written statement of the amount of costs due under this MOU prorated to the date of termination. Any excess funds in the City's possession will be returned to the School within thirty (30) days of the date of termination. Notwithstanding the above, City may terminate this MOU upon fifteen (15) days written notice to District, in the event (i) School substantially fails to perform or materially breaches the MOU; or (ii) City decides to abandon, postpone, or terminate the Crossing Guard Agreement.

12. **Venue.** Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of Riverside and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

14. **Authority.** The individuals executing this MOU and the instruments referenced herein on behalf of School and City each represent and warrant that they have the legal power, right and actual authority to bind School and City to the terms and conditions hereof and thereof.

15. **Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither party has been induced to enter into this MOU and neither party is relying on, any representation or warranty outside those expressly set forth' in this MOU.

16. **Interpretation.** City and School acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

17. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a charter city
and municipal corporation

By: _____
Mike Futrell
City Manager

ATTEST:

By: _____
Donesia Gause
City Clerk

APPROVED AS TO FORM:

By: *T. A. J.*
Deputy City Attorney

DIOCESE OF SAN BERNARDINO
EDUCATION AND WELFARE
CORPORATION, a California non-profit
corporation, doing business as ST.
CATHERINE OF ALEXANDRIA
SCHOOL, a California private school

By: *AM Duncan*

Printed Name: Anne Marie Duncan

Title: Chairman, Education + Welfare Board

By: *Jorge Montenegro*

Printed Name: Jorge Montenegro

Title: CFO

EXHIBIT "A"

COST REIMBURSEMENT SCHEDULE

Contracted Rates	Year 1 2024/25	Year 2 2025/26
<u>Fixed - Cost of one Location</u>		
Per Hour	\$26.44	\$27.58
Per Day (4 hours daily)	\$105.76	\$110.32
Per Year (standard 180-day year)	\$21,152	\$22,064
Reimbursement for Crossing Guard Services	Year 1 2024/25	Year 2 2025/26
Percentage Split (City/School)	0/100	0/100
City	\$0	\$0
School	\$ 21,152	\$ 22,064