

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

**ALVORD UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding for Reimbursement of Crossing Guard Services (“MOU”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation (“City”) and the ALVORD UNIFIED SCHOOL DISTRICT, a California public school district (“District”). Hereinafter, the City and the District may be referred to collectively as the “Parties.”

**RECITALS**

- A. The District operates multiple public schools within the jurisdictional boundaries of the City;
- B. For several years, the City has provided for crossing guard services at multiple locations near District schools;
- C. 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 District locations (“Services”); and
- D. City and District desire to enter into this MOU to share the 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, 2024, 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 District 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 District 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.** District shall reimburse City for the performance of the Services during the initial term of this MOU in accordance with the Cost Sharing Schedule attached hereto as Exhibit “A” and incorporated herein by this reference, unless an increase is agreed to by the parties. District shall reimburse City for the Services performed on a monthly basis in accordance with the provisions of the Cost Sharing Schedule.

District will reimburse City based on its percentage of responsibility for the actual costs incurred under the Crossing Guard Agreement in accordance with the Cost Sharing Schedule. No more than monthly, City shall submit an invoice to District with supporting documents, by the tenth day of the following month for actual Services performed. District 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 District  
Alvord Unified School District  
Attn: Kevin Emenaker, Executive  
Director, Administrative Services  
9 KPC Parkway  
Corona, CA 92879

5. **Nondiscrimination.** Except as provided in Section 12940 of the California Government Code, City and District 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.** District agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (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 District, or of anyone employed by or working under the District, or 2) any breach of the MOU by the District. 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, or 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. District 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 District and shall survive the termination of this MOU.

City agrees, at its cost and expense, to promptly defend the District, and the District's employees, officers, managers, agents and council members (collectively the "District 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 District Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the District 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 District, 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, District 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 manner connected with the performance of this MOU, or anyone employed by or working under the District 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 District 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 District and the District's employees, officers, managers, agents, and Board Members ("District 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 connected with the performance of this MOU, or anyone employed by or working under the District or for services rendered to City in the performance of this MOU, notwithstanding that the District 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 District 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 District 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 District 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) District 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 District and City each represent and warrant that they have the legal power, right and actual authority to bind District 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 District 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.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be executed the day and year first above written.

CITY OF RIVERSIDE, a  
California charter city and  
municipal corporation

ALVORD UNIFIED SCHOOL  
DISTRICT, a California public school  
district

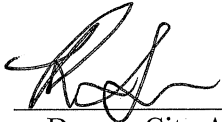
By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Kevin Emenaker  
Executive Director,  
Administrative Services

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By:  \_\_\_\_\_  
Deputy City Attorney  
Ruthann Salera

**Exhibit "A"**

**Cost Sharing Schedule**

<b>Crossing Guard Services within City Limits</b>					
<b>Contracted Rates</b>	<b>Year 1 2019/20</b>	<b>Year 2 2020/21</b>	<b>Year 3 2021/22</b>	<b>Year 4 2022/23</b>	<b>Year 5 2023/24</b>
<b><u>Fixed - Cost of one Location</u></b>					
<b>Per Hour</b>	\$18.36	\$20.99	\$21.69	\$23.04	\$23.69
<b>Per Day</b> (4 hours daily)	\$73.44	\$83.96	\$86.76	\$92.16	\$94.76
<b>Per Year</b> (standard 180-day year)	\$13,220	\$15,113	\$15,617	\$16,589	\$17,057
<b><u>Variable</u></b>					
<b># of Locations</b>	15	15	15	15	15
<b>Gross Contract Cost</b>	\$198,300	\$226,695	\$234,255	\$248,835	\$255,855
<b>Cost Sharing</b>	<b>Year 1 2019/20</b>	<b>Year 2 2020/21</b>	<b>Year 3 2021/22</b>	<b>Year 4 2022/23</b>	<b>Year 5 2023/24</b>
<b>Percentage Split (City/AUSD)</b>	90/10	75/25	50/50	50/50	50/50
City	\$ 178,470	\$ 170,021	\$ 117,128	\$ 124,418	\$ 127,928
AUSD	\$ 19,830	\$ 56,674	\$ 117,128	\$ 124,418	\$ 127,928
Footnotes:					
1) Traditional school year only, no summer school.					

\*Amounts listed are estimates; parties total cost sharing responsibilities will be based on actual costs incurred for the crossing guard services.