

MEMORANDUM OF UNDERSTANDING REGARDING CROSSING GUARD SERVICES

This memorandum of understanding regarding crossing guard services ("Agreement") is made and entered into by and between the City of Alameda, a municipal corporation of the State of California (the "City") and the Alameda Unified School District (the "School District"). The City and the School District are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

The City provides Crossing Guard services in designated areas throughout the City. These services are managed and paid by the City. The services provided by the City benefit the health, safety and welfare of the public generally and school age children in particular; and the City and the School District consequently both benefit from the crossing guard services provided by the City.

AGREEMENT

Section 1. Term. This Agreement shall take effect upon execution by both Parties and covers from August 20, 2019 to June 6, 2020.

Section 2. Cost Contribution. The School District shall contribute \$86,970.00 towards the cost of the crossing guard services provided by the City.

Section 3. Payment. The City shall bill the School District on a quarterly basis. The School District shall remit its payment to the City within thirty (30) days of receipt of an invoice from the City.

Section 4. Extensions, Renewals, and Termination. For purposes of this Agreement, extensions to, or renewals of, the Crossing Guard Agreement shall only be approved by the City if prior approval is obtained from the School District in writing. The District and the City shall provide a written notice to the other party sixty (60) days prior to the renewal date of the Crossing Guard Agreement, if either party wants to make any changes or terminate the contract. In the absence of any such notice, the contract will automatically renew for another year.

Section 5. Indemnification.

- (a) The City, to the extent permitted by law, agrees to indemnify and hold harmless the School District, and its elected officials, officers, agents, employees and volunteers, from any and all claims, actions, losses and damages, and/or liability, resulting from the Contractor's negligent acts or omissions in the performance of the Contractor's obligations under the Crossing Guard Agreement.
- (b) The School District, to the extent permitted by law, agrees to indemnify and hold harmless the City, and its elected officials, officers, employees, agents and

volunteers, from any and all claims, actions, losses and damages, and/or liability, arising out of the School District's performance of its obligations under this Agreement.

- (c) It is acknowledged that the School District and the City are insured and will maintain that insurance during the term of this Agreement.

Section 6. Authority. The City and the School District will work jointly regarding expansion or reduction of crossing guard services or locations. The City retains sole right to make final determination of Crossing Guard location.

Section 7. Amendments. Modifications or amendments to this Agreement shall be in writing and executed by the Parties.

Section 8. Severability. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provision of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

Section 9. Governing Law. This Agreement shall be administered and interpreted under California law as if written by both Parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Alameda County.

Section 10. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party in such action shall, in addition to costs and any other relief, be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees, including fees for the use of in-house counsel by a Party.

Section 11. Entire Agreement. This Agreement represents the entire agreement of City and School District as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral.

Signatures on following page.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

ALAMEDA UNIFIED SCHOOL DISTRICT

CITY OF ALAMEDA
A Municipal Corporation

Shariq Khan
Chief Business Officer

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

Paul J. Rolleri
Chief of Police

Approved as to form:

Alan M. Cohen
Assistant City Attorney