

**CONTRACT NAME: AGREEMENT BETWEEN CITY OF DAVIS
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is a joint activity between the City of Davis and DJUSD which provides adult crossing guard services to DJUSD elementary school students during the 2015-2016 school year.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into as of August 26, 2015, by and between the CITY OF DAVIS, a municipal corporation of the State of California (the "City") and the DAVIS JOINT UNIFIED SCHOOL DISTRICT (the "School District").

Recitals

WHEREAS, on August 26, 2015, the City entered into an Agreement for Contractual Services (the "Crossing Guard Agreement") with American Guard Services, Inc. (the "Contractor") (attached hereto as **Exhibit A** and incorporated herein by reference), in which the Contractor agreed to provide adult crossing guard services to school age children in designated areas throughout the City through the 2015-16 school year; and

WHEREAS, pursuant to the Crossing Guard Agreement, the Contractor provides adult supervision and assistance to elementary school students in crossing streets near elementary schools and certain intersections within the City; and

WHEREAS, the City and the School District agree and acknowledge that the services provided by the Contractor benefit the health, safety and welfare of the public generally and school age children in particular; and

WHEREAS, the City and the School District consequently both benefit from the crossing guard services provided by the Contractor;

Agreement

NOW, THEREFORE, the City and the School District hereby agree as follows:

1. The City and the School District shall share in the cost of the crossing guard services provided by the Contractor. The School District agrees to pay 50% of the total cost to City of compensating the Contractor as set forth in the then current Crossing Guard Agreement.
2. The City shall bill the School District on a quarterly basis for the School District's share of the cost of compensating the Contractor pursuant to section 1 of this Agreement. The City shall, upon receipt of a bill for services from the Contractor, remit full payment to the Contractor. The School District shall remit its quarterly payment to the City within 30 days of receipt of an invoice from the City.
3. The City shall bill the School District on a yearly basis for the administration of the Crossing Guard Agreement pursuant to section 1 of this Agreement, in the amount

of 3% of actual cost of compensating the Contractor for the just-concluded school year. The School District shall remit its payment to the City within 30 days of receipt of an invoice from the City.

4. Extensions or renewals to the Crossing Guard Agreement, subject to payments by the School District under this Agreement, shall only be approved by the City if prior approval is obtained from the School District in writing. City shall provide written notice to the School District sixty (60) days prior to the anticipated commencement date of the Crossing Guard Agreement and shall also inform School District of the anticipated cost of the Crossing Guard Agreement. School District shall approve or decline to approve the extension or renewal of the Crossing Guard Agreement and the School District's obligation to reimburse the City pursuant to this Agreement within thirty (30) days of receipt of the City's notice.

5. This Agreement shall be effective immediately and shall remain in effect for the duration of the term of the Crossing Guard Agreement, as extended by any Amendments or Extensions. The City and the School District agree that in the event that the Crossing Guard Agreement is terminated by either the City or Contractor, this Agreement shall terminate by its terms on the same date as the termination of the Crossing Guard Agreement unless the School District owes the City money under this Agreement, in which case this Agreement shall terminate on the date the School District makes its final reimbursement payment to the City for services rendered up to the date of termination of the Crossing Guard Agreement.

6. Only the City has the authority to deal directly with Contractor to resolve issues or complaints arising from Crossing Guard services. City and School District will work jointly regarding expansion or reduction of Crossing Guard services or locations. City retains sole right to amend or terminate Contractor agreement.

7. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

8. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

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

10. 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 Yolo County.

11. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

12. This Agreement represents the entire understanding of City and School District as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 4 of this Agreement.

IN WITNESS WHEREOF, the parties hereto by their duly authorized agents have executed this Agreement.

Dated: _____

Dated: _____

CITY OF DAVIS

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____
City Manager

By: _____