

FUNDING AGREEMENT FOR CROSSING GUARD SERVICES

This funding agreement for crossing guard services ("Agreement") is made and entered into this 3rd day of June 2014, ("Effective Date") by and between the City of Redlands, a municipal corporation of the State of California (the "City") and the Redlands 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

WHEREAS, on June 3, 2014, the City entered into an Agreement (the "Crossing Guard Agreement") with American Guard Services (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 2014-15 school year; and

WHEREAS, pursuant to the Crossing Guard Agreement, the Contractor provides adult supervision and assistance to school students in crossing streets near 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; and

WHEREAS, the City and the School District desire to jointly fund the Contractor's crossing guard services for the 2014-15 school year;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and the Redlands Unified School District agree as follows:

AGREEMENT

Section 1. Cost Sharing. The City and the School District shall share in the cost of the crossing guard services provided by the Contractor for the 2014-15 school year. The School District agrees to pay fifty percent (50%) of the total cost to City of compensating the Contractor as set forth in the then current Crossing Guard Agreement for each school year.

Section 2. Payment. The City shall bill the School District on a monthly basis for the School District's share of the cost of compensating the Contractor pursuant to section 1 of this Agreement. The School District shall remit its payment to the City within thirty (30) days of receipt of an invoice from the City.

Section 3. Extensions or Renewals. 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. City shall provide written notice to the School District forty-five (45) days prior to the anticipated execution or renewal date of the Crossing Guard Agreement and shall also inform the School District of the anticipated cost of the extended or renewed agreement. The 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 fifteen (15) days of the date of the City's notice.

Section 4. Termination. This Agreement shall commence on its Effective Date and shall remain in effect for the duration of the term of the Crossing Guard Agreement, as extended by any extensions or renewals. The City and the School District agree that in the event that the Crossing Guard Agreement is terminated by either the City or the 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.

Section 5. Indemnification.

(a) The City, to the extent permitted by law, agrees to indemnify and hold harmless the School District, and its 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 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 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 amend or terminate the Crossing Guard Agreement and any extensions or renewals thereby.

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

Section 8. Waiver. Waiver by either Party of any default, breach, or condition precedent shall not be construed as a wavier 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.

Section 9. 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 10. 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 San Bernardino.

Section 11. 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 12. 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

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

CITY OF REDLANDS

REDLANDS UNIFIED SCHOOL DISTRICT



Pete Aguilar, Mayor

Brad Mason

Assistant Superintendent Business Services

ATTEST:



Sam Irwin, City Clerk