

**ONE YEAR AGREEMENT BETWEEN
CITY OF WESTMINSTER
AND
WESTMINSTER SCHOOL DISTRICT
FOR CROSSING GUARD SERVICES**

THIS AGREEMENT, is made and entered by and between the CITY OF WESTMINSTER, a municipal corporation, hereinafter referred to as "CITY" and WESTMINSTER SCHOOL DISTRICT, hereinafter referred to as "SCHOOL DISTRICT".

WHEREAS, SCHOOL DISTRICT wishes to contract with CITY for the staffing of the CITY's Crossing Guard Program; and

WHEREAS, CITY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth in order to provide protection to school children who are required to cross heavily traveled streets in the City; and

WHEREAS, CITY has included in its budget for 2025-2026 funds for a Crossing Guard Program;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM**

The term of this Agreement shall be for one (1) school year beginning August 26, 2025, and ending June 30, 2026, unless earlier terminated by either Party in the manner set forth herein. Nothing in this section shall be construed as affecting the termination rights of any of the parties as set forth in section 13 of this Agreement entitled 'OPTIONAL TERMINATION.' The expiration of this Agreement, or its earlier termination, shall not affect the obligations of either Party which would extend beyond the term of this Agreement; including, but not limited to, obligations with respect to indemnification, if any such obligations exist.

2. **SERVICES**

- A. CITY shall provide the crossing guards to staff each of the locations set forth in Exhibit A, attached hereto and incorporated herein by reference.
- B. CITY shall provide all required equipment for each crossing guard, including but not limited to apparel by which the crossing guard will be readily visible and easily recognized as a crossing guard, handheld stop signs, and any other safety equipment which may be necessary.
- C. The Services set forth in this Agreement shall be referred to as the Westminster Program

3. FUNDING

- A. The budget approved by the City Council for the 2025-2026 budget includes \$230,651.00 for the Crossing Guard Program. Of this, \$179,849.00 is allocated for crossing guards assigned to the schools and locations servicing the Westminster School District and SCHOOL DISTRICT is responsible for \$106,306.00 as further detailed below.
- B. Any obligation of CITY under this Agreement is contingent upon inclusion of sufficient funding for the services hereunder in the annual budget approved by the City Council for fiscal year 2025 - 2026.
- C. SCHOOL DISTRICT represents that it has been allocated adequate funds in its budget for the time period encompassing the term of this Agreement to pay for its share of the Services.

4. COMPENSATION AND BILLING

- A. CITY and SCHOOL DISTRICT will share the cost of the Westminster Program for the locations listed in Exhibit A as follows:
 - 1. CITY and SCHOOL DISTRICT shall evenly split the budgeted amount for the crossing guards assigned to locations 1 through 9, which shall amount to \$73,543.00 for each Party.
 - 2. SCHOOL DISTRICT shall pay for one hundred percent of the costs for the crossing guards assigned to locations 10 and 11, which amounts to a total of \$32,763.00.
- B. SCHOOL DISTRICT shall pay 100% of any cost which exceeds the mutually agreed upon budget set forth above, provided that such costs result from the SCHOOL DISTRICT'S request of additional services. All requests must be made by the authorized SCHOOL DISTRICT representative and agreed upon by the CITY and SCHOOL DISTRICT.
- C. CITY shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided for under this Agreement.
- D. CITY shall bill SCHOOL DISTRICT on a quarterly basis, beginning the first quarter of the school year, for the cost of the Westminster Program. Billing shall be divided into four equal installments of \$26,576.50 each for a total of \$106,306. CITY shall bill SCHOOL DISTRICT on the tenth (10th) day of each of the following months: October, January, April and July. Payments to CITY shall be received by CITY no later than thirty (30) days after receipt of the billing.

5. NOTICES

- A. Except for termination notices, all notices, claims, and correspondence authorized or required by this Agreement, shall be effective when personally serviced or when deposited in the United States mail, first class postage prepaid, with a proof of service and addressed as follows:

**CITY: VANESSA JOHNSON, DIRECTOR
COMMUNITY SERVICES AND RECREATION
CITY OF WESTMINSTER
8200 WESTMINSTER BOULEVARD
WESTMINSTER, CA 92683**

**SCHOOL DISTRICT: MANUEL CARDOSO, ASSISTANT SUPERINTENDENT
WESTMINSTER SCHOOL DISTRICT
14121 CEDARWOOD
WESTMINSTER, CA 92683**

- B. Termination notices shall be served in the same manner as all other notices; however, the effective date shall be either 10 days or 90 days as specified in section 13, below.

6. FINANCIAL RECORDS

CITY shall prepare and maintain accurate and complete financial records of its operating expenses. These records shall include: source documents, financial statements and ledgers.

7. AUDITS

- A. SCHOOL DISTRICT or any authorized representative of SCHOOL DISTRICT shall have access to any books, documents and records of CITY pertinent to this Agreement for the purpose of a financial audit.
- B. CITY shall retain all records relating to its performance of this Agreement for a three (3) year period after final payment by SCHOOL DISTRICT to CITY under this Agreement, except those records pertaining to any audit then in progress, or any claims of litigation shall be retained beyond said three (3) year period, until final resolution of said audit, claim or litigation.

8. NON-DISCRIMINATION IN SERVICE

CITY shall not discriminate in the provision of services on the basis of color, race, religion, national origin, sex, age, physical or mental handicap.

9. STATUS OF CITY AND SCHOOL DISTRICT

- A. CITY is, and shall at all times be, deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between SCHOOL DISTRICT

and CITY or any of CITY's agents or employees. CITY, its agents and employees shall not be entitled to any rights or privileges of SCHOOL DISTRICT employees and shall not be considered in any manner to be SCHOOL DISTRICT employees.

- B. SCHOOL DISTRICT is, and shall at all times be, deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between CITY and SCHOOL DISTRICT or any of SCHOOL DISTRICT's agents or employees. SCHOOL DISTRICT, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

10. INDEMNIFICATION

- A. SCHOOL DISTRICT agrees to indemnify, hold harmless, and defend CITY, its officers, agents and employees from and against any and all claims, demands, losses, legal and investigation expenses, or liability of any kind or nature, which CITY, its officers, agents and employees may sustain or incur, or which may be imposed upon them or any of them, for injury to, or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the performance of SCHOOL DISTRICT, its agents or employees, under the terms of this Agreement, or with the condition of SCHOOL DISTRICT's property, excepting only liability arising out of sole negligence of CITY. Transmittal to SCHOOL DISTRICT by CITY of any pleadings served, shall be deemed to be a request by CITY for SCHOOL DISTRICT to defend CITY in the action so served.
- B. CITY agrees to indemnify, hold harmless, and defend SCHOOL DISTRICT, its officers, agents and employees from and against any and all claims, demands, losses, legal and investigation expenses, or liability of any kind or nature, which SCHOOL DISTRICT, its officers, agents or employees may sustain or incur, or which may be imposed upon them or any of them, for injury to, or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the performance of CITY, its agents or employees, under the terms of this Agreement, or with the condition of CITY's property, excepting only liability arising out of sole negligence of SCHOOL DISTRICT. Transmittal to CITY by SCHOOL DISTRICT of any pleadings served, shall be deemed to be a request by SCHOOL DISTRICT for CITY to defend SCHOOL DISTRICT in the action so served.

11. TORT LIABILITY

Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers,

agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.21;

12. INSURANCE

- A. Without limiting CITY's indemnification, CITY shall maintain in force at all times during the term of this Agreement, the following policy or policies of insurance covering its operations:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation and Employer's Liability	Statutory
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance	\$1,000,000
Comprehensive Automobile Liability Insurance, covering the owned, non-owned hired automobile hazards, including any SCHOOL DISTRICT loaned vehicle	\$1,000,000 Combined Single Limit

- B. All insurance policies, except Workers' Compensation, Employer's Liability and Professional Liability, shall contain the following clauses:
1. "The Westminster School District is included as an additional insured as respects operations of the named insured performed under contract with the Westminster School District."
 2. "It is agreed that any insurance maintained by the Westminster School District shall apply in excess of, and not contribute with, insurance provided by this policy."
 3. "This insurance shall not be cancelled, limited or non-renewed, until after thirty (30) days written notice has been given to the Westminster School District."
- C. Certificates of insurance evidencing the above coverages and clauses shall be sent to:

**MANUEL CARDOSO, ASSISTANT SUPERINTENDENT
WESTMINSTER SCHOOL DISTRICT
14121 CEDARWOOD
WESTMINSTER, CA 92683**

- D. In addition to any other requirements of this Agreement, CITY shall notify SCHOOL DISTRICT of any modification, termination or cancellation of any contract of insurance secured by CITY pursuant to this Agreement, as soon as CITY learns of the potential for, or existence of, whichever is earlier, any such modification, termination or cancellation.

13. OPTIONAL TERMINATION

- A. Either Party may terminate this Agreement in full or in part, without cause, upon ninety (90) days written notice to the other Party.
- B. Either Party may terminate this Agreement in full or in part, with cause, upon ten (10) days written notice to the other Party.
1. A lack of funding shall be deemed cause.
 2. Except for a lack of funding, prior to terminating the Agreement for cause, if either Party fails to perform any of the terms of this Agreement, the allegedly breaching Party must have first been given written notice of the alleged breach and failed to cure within thirty (30) days.
- C. The rights and remedies for termination provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Notice of termination, or a partial termination, shall be given in the manner set out in section 5 of this Agreement.

14. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the

party's reasonable control.

15. SEVERABILITY/WAIVER

- A. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Agreement.
- B. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party making the waiver.

16. ATTORNEY'S FEES

If either Party files any legal action or claim to enforce any provision of this Agreement or resolve any dispute arising under or connected to this Agreement, each Party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

17. MERGER

This Agreement fully expresses all understanding between the CITY and SCHOOL DISTRICT with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

18. SIGNATORY AUTHORITY

Each Party represents that the signatory to the Agreement has full authority under the law to execute the Agreement on behalf of the entity.

This Agreement entered into on this _____ day of _____, 2025.

WESTMINSTER SCHOOL DISTRICT

MANUEL CARDOSO
ASSISTANT SUPERINTENDENT

CITY OF WESTMINSTER

CHRISTINE CORDON,
CITY MANAGER

Attest:

ASHTON R. AROCHO
CITY CLERK

Approved as to Form:

SCOTT E. PORTER
CITY ATTORNEY

Approved as to Insurance:

JODIE GRINER
RISK MANAGEMENT

Exhibit A – Locations

	Funded	School Served	Location
1.	SHARED	Anderson	Westminster/Newland
2.	SHARED	Eastwood	Westminster/University
3.	SHARED	DeMille	McFadden/Newland
4.	SHARED	Finley	Edwards/Trask
5.	SHARED	Johnson	Edwards/Humbolt
6.	SHARED	Schmitt	Trask/Hoover
7.	SHARED	Sequoia	Springdale/Iroquois
8.	SHARED	Webber	Hoover/Main
9.	SHARED	Warner	Newland/Oasis
10.	100% WSD	Fryberger	Goldenwest/Natal
11.	100% WSD	Willmore	Goldenwest/Main