

CORONA-NORCO UNIFIED SCHOOL DISTRICT

**AGREEMENT FOR CROSSING GUARD SERVICES  
(CITY OF CORONA)**

THIS AGREEMENT is made and entered into as of the 8<sup>th</sup> day of November, 2023, (the "Effective Date"), by and between the **CITY OF CORONA**, hereinafter referred to as "CITY" located at 400 South Vicentia Avenue, Corona, CA 92882 and the **CORONA-NORCO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as the "DISTRICT" located at 2820 Clark Avenue, Norco, CA 92860. CITY and DISTRICT may be referred to individually as a "Party" or collectively as "Parties."

**WHEREAS**, the DISTRICT has identified a need to provide crossing guard services at DISTRICT'S schools located within the City (the "Corona Schools"), and

**WHEREAS**, CITY and DISTRICT share common goals that include the safety of students traveling to and from the DISTRICT'S school sites, and

**WHEREAS**, CITY and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement;

**IT IS THEREFORE AGREED AS FOLLOWS:**

**1. TERM AND TERMINATION**

The term of this Agreement shall commence on July 1, 2023 and shall remain in effect until June 30, 2024 (the "Initial Term"). The Initial Term shall automatically be extended for four (4) consecutive additional terms of one (1) year each (the "Additional Terms"), unless sooner terminated as provided in this section. The Initial Term and Additional Terms shall hereinafter collectively be referred to as the "Term." Either Party may terminate this Agreement by providing written notice of termination provided to the other Party no later than March 31<sup>st</sup> of any year. Any notice of termination provided no later than March 31<sup>st</sup> shall terminate the Agreement on June 30<sup>th</sup> of the year in which notice was given, and any notice of termination provided on or after April 1<sup>st</sup> shall terminate this Agreement on June 30<sup>th</sup> of the following year. In addition, the Parties may mutually agree to terminate this Agreement at any time.

**2. SCOPE OF SERVICES**

DISTRICT shall be responsible for maintenance and supervision of the crossing guard program, including the awarding of one or more contracts for provision of crossing guard services. DISTRICT and CITY shall confer regarding the selection of locations for crossing guard services which, locations shall be based on statistical and/or factual data gathered by means of traffic control and traffic enforcement requirements, including, but not limited to, the California Department of Transportation California Manual on Uniform Traffic Control Devices and applicable state law ("Applicable Requirements").

The list of crossing guard locations to be utilized as of the Effective Date of this Agreement is attached hereto as Exhibit "A" and incorporated herein by reference ("Crossing Guard Location List"). The

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Parties can mutually agree to change the Crossing Guard Location List by adding or removing locations at any time, but at least annually, on or before March 31<sup>st</sup>, either Party may provide written notice to the other Party of changes that Party deems necessary for the upcoming July 1<sup>st</sup> through June 30<sup>th</sup> period based upon that Party's assessment of the Applicable Requirements. Any time the Parties change the Crossing Guard Location List, and at least annually on or before June 30<sup>th</sup>, the CITY'S Police Chief and the DISTRICT'S Deputy Superintendent shall agree in writing and publish the new Crossing Guard Location List in substantially the same form as in Exhibit "A" attached hereto. If the Crossing Guard Location List is changed in the middle of any July 1<sup>st</sup> through June 30<sup>th</sup> period, the effective date of the list shall be noted as the first date on which the new list of locations is to be utilized.

**3. COMPENSATION**

CITY agrees to reimburse the DISTRICT for fifty percent (50%) of DISTRICT'S cost of contracting for crossing guard services, in order to assist the DISTRICT in obtaining crossing guards for the Corona Schools. Payment shall be made by CITY to DISTRICT quarterly, within thirty (30) days of CITY'S receipt of an invoice from DISTRICT for crossing guard services. The invoice for the fourth quarter of each fiscal year (i.e. the quarter ending on June 30<sup>th</sup> of each year) shall contain a reconciliation of the invoices for the first three quarters of the fiscal year.

**4. ANNUAL RATE ADJUSTMENTS BETWEEN THE CONTRACTOR AND THE DISTRICT**

DISTRICT shall include the following provision in any contract entered into by DISTRICT for crossing guard services at the locations on the Crossing Guard Location List:

Contractor may seek adjustments to the rates for Crossing Guard Services, after the District has reviewed and approved the substantial evidence of a yearly operational cost increase not exceeding the greater of: (1) two and one-half percent (2.5%) per contract year; or (2) the percentage change in the US Consumer Price (CPI) Index- All Urban Consumers of Riverside/ San Bernardino/ Ontario per contract year.

**5. ASSIGNMENT**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either Party without prior written consent of the other.

**6. ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements, either written or oral, between the Parties and contains all of the covenants and agreements between the Parties with respect to the subject matter hereof. Each Party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to the subject matter exists between the Parties at the time of the execution of this Agreement. Any modifications of this Agreement shall be effective only if it is in writing and signed by both Parties.

**7. NOTICES**

Any notice or required or desired to be served by either Party upon the other shall be addressed to the respective as set forth below:

**City of Corona**

Attn: Corona Police Department/  
Fiscal Services Unit  
730 Public Safety Way  
Corona, CA 92882

**Corona-Norco Unified School District**

Attn: Monica Raygoza, Director I, Purchasing  
2820 Clark Avenue  
Norco, CA 92860  
[mraygoza@cnusd.k12.ca.us](mailto:mraygoza@cnusd.k12.ca.us)

**8. WAIVER**

Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of either Party to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping the non-breaching Party from enforcement hereof.

**9. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**10. AUTHORITY TO ENTER AGREEMENT**

Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**11. ATTORNEY FEES**

In the event of any action or proceeding, including arbitration, by any of the Parties to this Agreement, or to enforce any of the terms, covenants or conditions contained herein, the prevailing Party in any such action or proceeding shall be entitled to reasonable attorney's fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs and arbitration costs, in addition to all other legal and equitable remedies available to it. Each Party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other Party.

**12. INDEMNITY AND INSURANCE**

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- A. Mutual Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its elected officials, board members, officers, agents, employees and authorized volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs, reasonable attorneys' fees, and expert witness fees, arising out of, in connection with or in any way related to the negligence or misconduct of the indemnifying Party relating to this Agreement, including by not limited to any breach of this Agreement by the indemnifying Party.
  
- B. Crossing Guard Agreement – Indemnification. DISTRICT shall require any entity contracted to provide crossing guard services at the locations on the Crossing Guard Location List to defend, indemnify and hold harmless the CITY for any alleged willful misconduct or negligent acts, errors or omissions of entity and its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the contract. The entity's obligation towards the CITY shall be the same as its obligation towards the DISTRICT.
  
- C. Crossing Guard Agreement – Insurance. DISTRICT shall require any entity contracted to provide crossing guard services at the locations on the Crossing Guard Location List to provide commercial general liability, automobile liability, workers compensation and employer's liability insurance in amounts and with terms deemed reasonable and necessary by DISTRICT's risk manager; provided, however, that in no event shall the commercial general liability and automobile liability insurance have limits of less than \$1,000,000 per occurrence. In addition, each entity shall be required to have the CITY and its officials, officers, employees, agents, and representatives covered as additional insured on the commercial general liability policy. The entity's insurance obligations towards the CITY shall be the same as its obligation towards the DISTRICT.

**13. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature page to follow)


CORONA-NORCO UNIFIED SCHOOL DISTRICT

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties hereto have signed in confirmation of this Agreement on the dates indicated below.

**City of Corona**

**Corona-Norco Unified School District**

By: \_\_\_\_\_  
Tony Daddario, Mayor

By:  \_\_\_\_\_  
Monica Raygoza (Nov 15, 2023 16:08 PST)  
Monica Raygoza, Director I, Purchasing

Date: \_\_\_\_\_

Date: **Nov 15, 2023** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Sylvia Edwards, City Clerk



**EXHIBIT A**

<b>SCHOOL</b>	<b>INTERSECTION</b>
Adams Elementary	Border / Ontario
Anthony Elementary	Gilbert / Santana (SE)
Anthony Elementary	Fullerton / Santana
Auburndale Intermediate	Auburndale / River
Citrus Hills Intermediate	S. Main / Roxanne
Corona Fundamental Intermediate	Olive / Belle
Corona Fundamental Intermediate	Olive/ Main
Corona Ranch Elementary	Village Loop / Val Dosta
Coronita Elementary	Kirkwood / Via Del Rio
Eisenhower Elementary	Lincoln Ave. / Mountain Gate
Eisenhower Elementary	Rowena / Mountain Gate
Eisenhower Elementary	S. Main / Mountain Gate
Foothill Elementary	Buena Vista / Highgrove
Foothill Elementary	Buena Vista / Solano
Franklin Elementary	Oak / Stillwater
Garretson	Garretson Ave. / E. Rancho Rd. (SE)
Jefferson Elementary	10 <sup>th</sup> / Buena Vista
Jefferson Elementary	10 <sup>th</sup> / Vicentia
Jefferson Elementary	11 <sup>th</sup> / Vicentia
Lincoln Fundamental Elementary	Ford / Fullerton
McKinley Elementary	Aztec / Parkview
Orange Elementary	Rimpau / Valencia
Parkridge Elementary	Atwood / Corona
Prado View Elementary	Ridgeline / Via Corazon
Prado View Elementary	Green River / Ridgeline
Raney Intermediate	Citron / Lincoln
Stallings Elementary	Fullerton / Monarch
Vicentia Elementary	Mission / Taylor
Washington Elementary	Parkridge / North of Lullaby
Wilson Elementary	Eagle Glen / Riviera






# PD - CNUSD CROSSING GUARD AGREEMENT (2023-24) DRAFT - Doug's Final Revised - City Approved - Unsigned

Final Audit Report

2023-11-16

Created:	2023-11-16
By:	Jacqueline Alvarado (jalvarado@cnusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACy8kCcKZ_T09kArZO9KQBOXtrx2-WiCc

## "PD - CNUSD CROSSING GUARD AGREEMENT (2023-24) DRAFT - Doug's Final Revised - City Approved - Unsigned" History

-  Document created by Jacqueline Alvarado (jalvarado@cnusd.k12.ca.us)  
2023-11-16 - 0:07:30 AM GMT
-  Document emailed to Monica Raygoza (mraygoza@cnusd.k12.ca.us) for signature  
2023-11-16 - 0:08:02 AM GMT
-  Email viewed by Monica Raygoza (mraygoza@cnusd.k12.ca.us)  
2023-11-16 - 0:08:31 AM GMT
-  Document e-signed by Monica Raygoza (mraygoza@cnusd.k12.ca.us)  
Signature Date: 2023-11-16 - 0:08:51 AM GMT - Time Source: server
-  Agreement completed.  
2023-11-16 - 0:08:51 AM GMT