

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MOUNTAIN VIEW
AND MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is dated for identification this 31st day of January 2023, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a public school district, whose address is 1400 Montecito Avenue, Mountain View, California, 94043 (hereinafter "DISTRICT"), related to crossing guard services. CITY and DISTRICT may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, CITY and DISTRICT, recognizing the need for crossing guard services at various locations within the City of Mountain View, have previously agreed to implement a Crossing Guard Program for such services to be provided ("Crossing Guard Services"); and

B. WHEREAS, currently, funding for Crossing Guard Services in the City of Mountain View is funded entirely by CITY's Police Department's Operating Budget, and such funding currently allows deployment of nine (9) crossing guards serving elementary schools at various locations throughout the City of Mountain View; and

C. WHEREAS, CITY contracts with a qualified and competent contractor to provide the Crossing Guard Services; and

D. WHEREAS, CITY, on August 9, 2022, provided to DISTRICT a memorandum containing a crossing guard analysis for the 2022-23 school year, and said memorandum confirmed and identified the need for an additional five (5) crossing guards at additional locations throughout the City of Mountain View; and

E. WHEREAS, CITY and DISTRICT desire to augment Crossing Guard Services to include the additional five (5) crossing guards as identified in the August 9, 2022 memorandum; and

F. WHEREAS, CITY and DISTRICT have each committed to pay one-half (1/2) of the cost for five (5) additional crossing guards in Fiscal Year 2022-23; and

G. WHEREAS, CITY has already retained the services of the five (5) additional crossing guards, with reliance on DISTRICT to pay one-half (1/2) of the cost for the 2022-23 school year; and

H. WHEREAS, CITY and DISTRICT now desire to set forth the responsibilities of the Parties in this MOU as they relate to the Crossing Guard Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, CITY and DISTRICT do hereby agree as follows:

1. **Term.** This MOU shall be effective on August 10, 2022 ("Commencement Date") and shall remain in effect until June 7, 2023. Either Party may terminate this MOU with sixty (60) days' advance written notice.

2. **Purpose of MOU.** The purpose of this MOU is to set forth the responsibilities of CITY and DISTRICT as they relate to the funding of five (5) additional crossing guards for the provision of Crossing Guard Services.

3. **DISTRICT's Obligations.**

a. DISTRICT shall provide CITY with the payment of one-half (1/2) of the cost of the five (5) additional crossing guards, which shall not exceed Fifty Thousand Dollars (\$50,000), within thirty (30) days of receiving an invoice detailing the costs for the additional five (5) crossing guards for the 2022-23 school year from CITY.

b. DISTRICT and CITY agree that the costs reflect the costs as provided by CITY's third-party contractor to CITY, and CITY shall provide DISTRICT, upon request, with supporting information from CITY's third-party contractor to support DISTRICT's share of the five (5) additional crossing guards.

c. DISTRICT agrees that the purpose of this MOU is solely to provide funding for the additional crossing guards, and DISTRICT shall not be considered in any way a third-party beneficiary to the agreement between CITY and CITY's third-party contractor.

4. **CITY's Obligations.**

a. CITY shall procure and/or contract with CITY's third-party contractor to include the five (5) additional crossing guards in the third-party contractor's provision of Crossing Guard Services within the City of Mountain View for the 2022-23 school year.

b. CITY shall provide DISTRICT invoices detailing the costs of the five (5) additional crossing guards and, upon request, provide any supporting documentation from CITY's third-party contractor to support DISTRICT's share of those costs.

c. CITY shall be responsible for direct payment of invoices to CITY's third-party contractor for Crossing Guard Services.

5. **Indemnification.** DISTRICT shall defend, indemnify, and hold harmless CITY and CITY's officers, agents, and employees from any and all injury, loss, damages, claims, or actions, including attorneys' fees, arising out of the performance of the terms of this MOU.

6. **Entire Agreement.** This MOU contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this MOU. There are no promises, terms, conditions, or obligations, oral or written, between the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented, or terminated, nor may any obligations under this MOU be waived, except by written agreement signed by the Parties.

7. **Severability.** Should any term or provision of the MOU be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this MOU shall be valid and enforced as written to the fullest extent permitted by law.

8. **Notices.** All notices or payments required or permitted under this MOU shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States addressed to:

To CITY: City of Mountain View
Mountain View Police Department
1000 Villa Street
Mountain View, CA 94041
Attn: Police Chief

To DISTRICT: Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
Attn: Superintendent

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IN WITNESS WHEREOF, this Memorandum of Understanding, dated January 31, 2023 for identification, between the City of Mountain View and the Mountain View Whisman School District, is executed by CITY and DISTRICT.

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“DISTRICT”:
MOUNTAIN VIEW WHISMAN SCHOOL
DISTRICT,
a public school district

DocuSigned by:
Kimbra McArthur
By: _____
City Manager

By: _____

Print Name: _____

Title: _____

FINANCIAL APPROVAL:

Asst.

DocuSigned by:
Grace Bueng

Finance and Administrative
Services Director

APPROVED AS TO FORM:

Asst.

DocuSigned by:
Diana Fazely

City Attorney