

DRAFT
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALBANY POLICE DEPARTMENT AND UNIVERSITY
VILLAGE ALBANY TO PROVIDE CROSSING GUARD SERVICES

This Memorandum of Understanding for School Crossing Guard services (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2009 by and between Albany Police Department (hereinafter referred to as "APD") and the University Village Albany (hereinafter referred to as the "UVA"), each a "Party," and collectively, the "Parties", with reference to the following facts:

Whereas, UVA currently provides crossing guards at intersections near Ocean View Elementary School; and

Whereas, the APD currently provides crossing guards at other intersections in the city for children traveling to public elementary schools; and

Whereas, UVA and APD recognize the efficiency of one agency managing crossing guards for schools in Albany,

Therefore, the parties agree as follows:

Service Provided: Albany Police Department (APD) agrees to provide two crossing guards for students at Ocean View Elementary School when AUSD is in session. The APD will determine the assigned location for these guards based upon the student's needs and will notify the University Village Albany (UVA) when changes occur. The APD will work directly with the Albany Unified School District to notify the parents and the community when changes occur in the program. In the event the APD determines that decreased staffing for crossing guards for students at Ocean View Elementary School is either necessary or desirable, the UVA may request renegotiation of the agreement to reflect reduced staffing levels (i.e. University would pay for only one permanent part-time guard.)

Rates: The UVA will pay the APD \$21.00/hour for each guard for approximately 4.5 hours/day. The fee to be adjusted annually by the change in the April to April Consumer Price Index -All Urban Consumers, San Francisco - Oakland - San Jose Area. There will be no additional charges. If APD encounters unanticipated costs in providing the service, it reserves the right to request renegotiation of the agreement, and that request for renegotiation will not be unreasonably denied.

Period of MOU: The UVA agrees to fund two positions for five years beginning August 26, 2009 through June 15, 2014, or the last day of the 2014 regular school year, whichever is later. After that time this MOU may be extended through mutual agreement of the involved parties. In the event further staffing reductions take place during this five year agreement, the University may request renegotiation of the agreement to reflect reduced staffing levels prior to initiation of a subsequent agreement, and that request for renegotiation will not be unreasonably denied.

Billing: The Albany Police Department will bill the University monthly for services provided.

Mutual Indemnification:

- a. APD shall indemnify, and hold harmless the UVA, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of APD, its officers, employees,

agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under APD's direction and control.

- b. The UVA shall indemnify, and hold harmless APD its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or UVA's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of the University, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under the University's direction and control.