

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated **July 1, 2023** (“Effective Date”) and is between the City of Covina, A California municipal corporation and Covina Valley Unified School District, hereinafter referred to as “CVUSD”. The City and CVUSD are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

- A. City shall utilize and pay All City Management Services as an independent contractor to provide crossing guard services for CVUSD.
- B. CVUSD shall pay City 50% of the cost incurred to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2024, unless sooner terminated as provided in Section 4 of this Agreement.

2. **Compensation.**

A. Compensation. The City and CVUSD each shall be responsible for 50% of the total cost of the crossing guard services of \$142,252.20. CVUSD shall pay City a sum not to exceed \$71,126.10 for a total not-to-exceed amount of SEVENTY ONE THOUSAND ONE HUNDRED TWENTY SIX DOLLARS AND TEN CENTS (the “maximum compensation”), for the term of this Agreement

B. Additional Services. City and CVUSD shall not allow any claims for additional services performed by independent contractor, unless the City Council and the CVUSD Board authorize the additional services in writing prior to the performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council and the CVUSD Board shall be compensated at the hourly rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. Additional service includes crossing service for summer school. City and CVUSD shall make payment for additional services and expenses in accordance with Section 3 of this Agreement.

3. **Method of Payment.**

A. Invoices. City shall submit to CVUSD an invoice, on a monthly basis, or actual services performed pursuant to this Agreement. The basis of payment shall be per hour worked. The invoice shall be accompanied by supporting documents enumerating the hours worked at each school site for the invoice period.

B. Payment. CVUSD shall pay to City all undisputed invoice amounts within thirty (30) calendar days after receipt, up to the maximum compensation set forth in Section 2 of this Agreement. City

and CVUSD shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

4. **Termination or Suspension of Agreement.**

A. Right to Terminate or Suspend. City or CVUSD may terminate or suspend this Agreement at any time, at Will, for any reason or no reason, after giving written notice to the other party at least seven (7) calendar days before the termination or suspension is to be effective.

5. **Notices.** Any notices, consents requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective; (1) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service City's and CVUSD's regular business hours, (or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: David Povero
City of Covina
444 N. Citrus Ave.
Covina, CA 91723

If to CVUSD:
Attn: Elizabeth Eminhizer
Covina Valley Unified
519 E. Badillo St.
Covina, CA 91723

6. **Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit the provisions of this Agreement shall control.

7. **Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement

8. **Amendment of Agreement.** This Agreement may be amended only by a writing signed by all parties. The City Manager and the Superintendent are authorized to sign an amendment to this Agreement on the City Council's and CVUSD Board's behalf and without the City Council's or the CVUSD Board's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) non-monetary extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

9. **Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

10. **Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

11. **Time of the Essence.** Time is of the essence in respect to all provision of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

12. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina and CVUSD.

13. **Attorneys’ Fees.** In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgement.

14. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

15. **Authority to Execute Agreement.** **The person or persons executing this Agreement on behalf of CVUSD warrants and represents that he or she has the authority to execute this Agreement on behalf of CVUSD and has the authority to bind CVUSD to the performance of its obligations hereunder.**

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina, California Municipal Corporation

School District:

Covina Valley Unified School District

By:

Name: Chris Marcarello
Title: City Manager

By:

Name: Elizabeth Eminhizer Ed.D.
Title: Superintendent

*(Two signatures of corporate officers required
For corporations under Corporations Code
Section 313, unless corporate documents
Authorize only one person to sign this
Agreement on behalf of the corporation.)*

ATTEST:

By: _____

Name: Fabian Velez
Title: Deputy City Clerk

EXHIBIT A
APPROVED FEE SCHEDULE

Nine (9) sites at 3.0 hours per day.

27 total hours per day X 180 days per year X \$29.27 hourly billing rate = \$142,252.20

PSA 50% - 50% Split

\$71,126.10 Covina Valley Unified School District

\$71,126.10 City of Covina

EXHIBIT B
SCOPE OF SERVICES

All City Management Services shall provide crossing guard service/trained and uniformed personnel at the following designated nine (9) Covina Valley Unified School District on all days in which school is in session during the regular school year (excluding summer school session).

- Barranca/Workman (NW)
- Fourth/Cypress (IFOS)
- Grove Center/Lark Ellen (SE)
- Lark Ellen/Bridger (NE)
- Prospero/Covina (SW)
- Prospero/Cypress (NW)
- Puente/DeLay
- Armel/Badillo (NW)
- Armel/Puente East (NW)