

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CITY OF RIVERSIDE
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement is made and entered into this _____ day of _____, 2016, in the State of California, by and between the Riverside Unified School District, a California Public School District ("District"), and the City of Riverside, a California charter city and municipal corporation, ("City"), collectively the "Parties".

RECITALS

WHEREAS, the City is obligated to provide a comprehensive law enforcement program to the citizens and property owners within the City's jurisdiction and the District supports such an obligation and desires to assist the City in carrying out its obligation; and

WHEREAS, the Parties desire to further impress upon the minds of the pupils within the city of Riverside the principles of morality, truth, justice, patriotism, a true comprehension of the rights, duties and dignity of American citizenship, the reduction of criminal activity and drug suppression; and

WHEREAS, the School Resource Officer Program (hereinafter referred to as "Program") is of critical importance in that officers assigned to the Program (hereinafter referred to as "SROs") encourage students to be responsible for their own actions, foster respect for other people, develop cultural sensitivity, make informed life style decisions and develop a mutual understanding between the youth and police viewpoints; and

WHEREAS, the "partnership" philosophy with the Program encourages students and law enforcement to work toward a better community and is a basic tenet of Community Oriented Policing.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DESCRIPTION OF SERVICES ("Services")

A. City Obligations

During the term of this Agreement, City hereby covenants and agrees to the following:

1. Assign five (5) SROs to the District for the term of the Agreement. Each SRO shall perform services under the supervision and direction of the City's Chief of Police or designee.
2. The SRO's regular workweek shall be eight (8) hours per day, Monday through Friday, excluding school holidays, in accordance with the District's 2016-2017 and 2017-2018 calendars, attached hereto as Exhibit "A" and incorporated herein

by this reference.

3. Assign a police officer of supervisory rank to act as liaison with District and individual school administration for law enforcement efforts at District sites.
4. SROs shall spend at least sixty percent (60%) of their assigned duty time at their assigned high school or at least ninety percent (90%) of their assigned duty time at one more of their assigned schools. Priority for time shall be at assigned high schools, including lunch hour and at least ten (10) minutes prior to and thirty (30) minutes after school dismissal times.
 - (a) Such percentages of time shall be modified on a day-to-day basis based on emergency situations, sick leave, court appearances and such other special requirements.
 - (b) The respective SROs or their supervisor shall notify the respective high school principal of the SROs daily schedule as far in advance as possible.
5. The SRO and the assigned supervisor shall meet with the respective principals at least twice during the year with the first meeting occurring prior to the start of the school year to review duties and responsibilities.
6. Make available to each SRO an appropriate motor vehicle for the performance of the services to be rendered under this Agreement, and shall pay for all equipment and operating costs, including gasoline, tires and maintenance of said vehicle.
7. Make available to each SRO appropriate equipment and training as would normally be afforded a police officer working for the City. Training periods shall be coordinated in advance with the District and the city will strive to schedule training during non-school days so as to maximize the on-site time of the SRO.
8. Make activity records available to District on a semi-annual basis.
9. Routine investigations on District sites by law enforcement shall be coordinated with respective principals or official designees when such coordination will not compromise the investigation.
10. Special investigations on District sites shall be with a mutually agreed upon designee of the District if such coordination will not compromise the investigation.
11. City agrees to accept and investigate reported incidents of criminal behavior consistent with Riverside Police Department guidelines used throughout the city to curb drug abuse by the arrest and removal of juvenile and adult violators within the parameters of the law.
12. Using the SROs, provide in-service training sessions to District personnel, parents and students on topics of common interest and mutually agreed upon. Such training may include crime prevention, drug prevention, personal safety, etc.
13. Evaluate the Program up to two times annually. Said evaluation shall be accomplished by a member of the administrative staff of the District, a SRO and at least one other supervisory member of the Riverside Police Department.

B. District Obligations

During the term of this Agreement, District hereby covenants and agrees to the following:

1. District personnel shall cooperate with the SRO and City to facilitate the performance of services pursuant to this Agreement and the City's general law enforcement duties.
2. Provide the SROs with an office, furniture, computer, and telephone with voicemail at each high school site. All provide furniture and/or equipment shall remain the property of the District.
3. Provide the SROs with a transceiver radio in order to communicate with staff at the respective school sites.
4. Provide a District e-mail account and access to the internet through the assigned computer in "B.2." above. City's use of District email and internet access shall conform to the District's acceptable use policies and other standards.
5. When there is a need for emergency law enforcement assistance, respective principals or official designees are first to call 9-1-1 and then notify the appropriate SRO via pager or cell phone. The SRO shall respond as quickly as possible and provide further direction, as necessary.
6. The principal or official designee of District shall be responsible for making non-emergency requests for police services. Such requests shall be made directly to the designated SRO. If that officer is not available the unit supervisor may be contacted to determine when that officer will be available.

C. Supplemental Services

1. District may request City provide additional services during evening or weekend events such as PTA meetings, Back-to-School nights, Open House(s), athletic or performance events, dance(s), prom(s), or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the respective school site at which the event or activity is scheduled. The District shall be obligated to compensate City for such supplemental services.

D. Selection of SRO

1. The selection of police officers and supervisory personnel for the Program shall be at the sole discretion of the City's Chief of Police. The Chief of Police is encouraged to solicit input from the District as to SRO selection and assignment.

II. **TERM AND TERMINATION**

- A. The term of the Agreement is from July 1, 2016 through, and including, June 30, 2018. All services shall be performed in a manner consistent with the orderly progress and sequence of work leading to a satisfactory completion. All services and materials must be rendered and received by the end of the term.
- B. Time is of the essence of each and every provision of this Agreement.

- C. Either Party has the right, at its sole discretion, to cancel and terminate this Agreement immediately and without notice upon its discovery of a violation of any term, condition, or provision of the Agreement on the part of the other party, if the violation is not cured within ten (10) days after the non-violating party gives the violating party written notice of such violations.
- D. This Agreement may be terminated by either party upon thirty (30) days written notice to the other, for any reason. In the event of a termination, the District shall pay City for all services performed and all expenses incurred under this Agreement supported by documentary evidence up until the date of termination.
- E. Neither party shall be entitled to consequential damages as a result of termination. Payment to the City in accordance with this Article shall constitute the Consultant's exclusive remedy for any termination hereunder. Provision of services and materials by City, pro rata according to the date of termination, shall be the District's exclusive remedy for any termination hereunder. The rights and remedies of City and District provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

III. COMPENSATION

- A. The Program shall be funded by District and City as follows:
 - 1. For Fiscal Year 2016-17, the District shall compensate City a sum of FOUR HUNDRED THIRTY-FIVE THOUSAND, FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND 00/100 (\$435,577.00). This sum represents approximately fifty percent (50%) discount of the total cost of the Program.
 - 2. For Fiscal Year 2017-18, the District shall compensate City a sum of FOUR HUNDRED THIRTY-FIVE THOUSAND, FIVE HUNDRED SEVENTY-SEVEN DOLLARS AND 00/100 (\$435,577.00). This sum represents approximately fifty percent (50%) discount of the total cost of the Program.
 - 3. For Fiscal Year 2016-18, the District shall compensate City a sum of SEVENTY DOLLARS AND 41/100 (\$70.41) per hour for supplemental services.
 - 4. The compensation amounts may be adjusted based on negotiated labor agreements which may change from time to time. However, adjustments are limited to once per year.
 - 5. District agrees to compensate City for services satisfactorily rendered pursuant to this Agreement upon receipt and approval of invoices. City shall submit invoices to: Accounts Payable, Riverside Unified School District at P.O. Box 2800, Riverside, California 92516. Invoices shall be submitted with sufficient detail as to determine services provided, with reference to District's Purchase Order Number. Compensation for the Program shall be made by District in bi-annual payments due on, or before, each December 1st and June 1st. Compensation for Supplementary Services shall be made by District within thirty (30) days of receipt of proper invoice.

IV. REGULATIONS

- A. City shall abide by all applicable federal, state, and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District.
- B. City shall be subject to the rules, regulations and policies of District, including recognizing the confidential nature of information regarding pupils and their records.
- C. In the interest of public health, the District is proud to provide a healthy, tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the District.
- D. Consultant, and Consultant's staff, shall at all times comply with the provisions and requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.).

V. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

City makes the following certifications, representations, and warranties for the benefit of the District and City acknowledges and agrees that the District, in deciding to engage City pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of City's engagement hereunder:

- A. City is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, City has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.
- B. City, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed to by both Parties that the City, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent, or employee of the District. City employees shall under no circumstance be considered or held to be employees of District and District shall have no obligation to provide any benefits including Workers' Compensation or Unemployment Insurance coverage for or on behalf of such employees.

VII. CHILD ABUSE REPORTING

City shall establish a procedure acceptable to District to ensure that all employees performing services under this Agreement report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.

VIII. FINGERPRINTING

City shall provide a written statement, in the form and with the content similar to Exhibit "B", that City has completed the criminal background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).

IX. NOTICES

Any notice required to be served hereunder shall be in writing and shall be delivered in person or be certified or registered mail at the address set forth below for each Party.

City: City of Riverside
3900 Main Street
Riverside, California 92522
Attn: City Manager

District: Riverside Unified School District
P.O. Box 2800
Riverside, California 92516
Attn: Chief Business Officer Governmental Relations

X. HOLD HARMLESS

- A. City shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, intentional acts, omissions or misconduct of City, its officers, agents, or students.
- B. District shall defend, indemnify and hold City, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, omissions or misconduct of District, its officers, agents, or employees.

XI. INSURANCE

- A. City, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 1. General Liability, Sexual Abuse Liability, Employer's Liability, Professional Liability and Automobile Liability Insurance. General Liability (including broad form property damage and contractual liability) insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Sexual Abuse Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Employer's Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000); and automobile

liability insurance for owned, hired and non-owned vehicles on a per occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000).

2. Workers' Compensation as required under California State law.
 3. Such other insurance against insurable risks relating to the performance of this Agreement, which from time to time may be reasonably required, by the Parties' mutual written consent.
 4. It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of City.
 5. Additional insured endorsements are required for general, property damage, sexual abuse and automobile liability policy coverage. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of City, its officers, agents, or employees. City, upon the execution of this Agreement, shall furnish District with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to District of any material modifications, change or cancellation of the above insurance coverages.
- B. District at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence.
 2. Business Automobile Liability Self-Insurance Program for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 3. Workers' Compensation as required under California State law.
 4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of District and City against other insurable risks relating to performance of this Agreement.
 5. It should be expressly understood, however, that the coverages and limits required under this Section shall not in any way limit the liability of District.
 6. The coverages referred to under (1) and (2) of this Section shall include City as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of District, its officers, agents, or employees. District, upon the execution of this Agreement, shall furnish City with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to City of any material modifications, change or cancellation of the above insurance coverages.

XII. ASSIGNMENT

The District and City, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this

Agreement. City shall not assign the whole or any part of this Agreement without the written consent of the District.

XIII. NON-WAIVER

The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

XIV. AUTHORITY

The individuals executing this Agreement on behalf of the parties each represent and warrant that they have the legal power, right and actual authority to bind the parties to the terms and conditions hereof.

XV. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California.

XVI. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both Parties.

Any purchase order issued by District in connection with this Agreement is deemed to be issued for District's administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

XVII. COUNTERPARTS

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. The Parties further agree that signatures sent by electronic mail, in .PDF format, shall be treated as original signatures to this Agreement.

XVIII. SURVIVAL

Articles II, VII, VIII, XIII, XIV, XIX and this Article XXII shall survive termination or expiration of this Agreement.

[Signatures provided on following page]

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this Agreement.

CITY:
CITY OF RIVERSIDE, a California charter city and municipal corporation

DISTRICT:
RIVERSIDE UNIFIED SCHOOL DISTRICT

John A. Russo
City Manager



Mays Kakish
Chief Business Officer Governmental Relations

Date

Date

95-6000769
Employer Tax ID Number

6/9/2016

ATTEST:

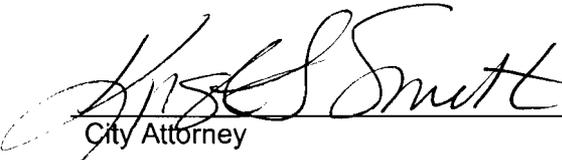
Colleen Nicol
City Clerk

APPROVED AS TO CONTENT:



Sergio G. Diaz
Chief of Police

APPROVED AS TO FORM:



Kristi Smith
City Attorney

Exhibit "A"

2016-2017 and 2017-2018 School Calendars

**2017-2018 Calendar to be provided by District once available at a later date*

[attached hereto]

RIVERSIDE UNIFIED SCHOOL DISTRICT

Standard School Calendar

2016-2017

S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
JULY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	AUGUST 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 ██████████ 27 28 29 30 31	SEPTEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	OCTOBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
NOVEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	DECEMBER ██████████ 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JANUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 ████ 28 29 30 31	FEBRUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
MARCH 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	APRIL 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	MAY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JUNE 1 2 3 4 5 6 7 8 9 10 11 12 13 ████ 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

LEGAL & LOCAL HOLIDAYS □

JUL	4	- Independence Day
SEP	5	- Labor Day
NOV	11	- Veterans' Day
	24	- Thanksgiving Day
	25	- All Facilities Closed
DEC	26	- Christmas Holiday Observed
	27	- All Facilities Closed
JAN	2	- New Year's Holiday Observed
	3	- (In Lieu of Admissions Day)
JAN	16	- Martin Luther King's Day
FEB	17	- Lincoln's Day
	20	- Presidents' Day
MAY	29	- Memorial Day

IMPORTANT DATES

AUG	22	- New Employee Welcome	█
	23 - 26	- All Teachers on Duty	█
	26 & 29	- Classes Begin 7th grade on 26th, all others the 29th	□
OCT	28	- End of First MS/HS Quarter (MS Not in Session)	□
NOV	10	- Elementary Minimum Day	□
NOV	21 - 25	- Thanksgiving Recess	█
DEC	1 & 2	- Parent/Teacher Conferences (Elementary Not in Session)	█
DEC	2	- End of First Trimester (Elementary sites only)	█
DEC	26 - JAN 6	- Winter Recess	□
JAN	9	- Classes Resume	□
JAN	27	- End of First MS/HS Semester (MS/HS Not in Session)	█
MAR	10	- Elementary Minimum Day	□
MAR	17	- End of Second Trimester (Elementary sites only)	▤
MAR	31	- End of Third MS/HS Quarter (MS Not in Session)	□
APR	3 - 7	- Spring Recess	□
APR	10	- Classes Resume	□
JUN	2	- Elementary Minimum Day	□
JUN	14	- End of High School	▨
	15	- End of Elem & Middle Schools	□
	15	- Last Day for Elem/MS/HS Teachers	□

July 25-29 - All School Facilities Closed per Board Policy 3511

Nov. 21-25 - All Facilities Closed per Board Policy 3511

Dec. 26-30 - All Facilities Closed per Board Policy 3511

Board Approved 02/03/14
 Updated 03/07/16 (Two Teacher PD Days identified)
 Updated 4/26/16 (Elementary Minimum Days identified)

Exhibit "B"

Fingerprinting Requirements

With respect to the Agreement dated _____, 2016 by and between the Riverside Unified School District ("District") and the City of Riverside ("City") for the School Resource Officer Program, City hereby certifies to the governing board that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

City Representative

Date