

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIVERSIDE AND
RIVERSIDE UNIFIED SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is made and entered into this ____ day of ____, 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), Riverside Unified School District ("RUSD"), and sometimes hereafter be referred to individually as a "party" and collectively as the "parties" to this MOU.

RECITALS

WHEREAS, the District, in collaboration with the City desires to provide students afterschool pro-social engagement opportunities ("Programs") during the week, weekly homework assistance, and opportunities for students that need additional instruction time; and

WHEREAS, the students will be able to participate in certain City programming offered at all community centers throughout the City; and

WHEREAS, the parties desire that the Programs will expand student learning and engagement; and

WHEREAS, City will provide learning center programs, necessary staff, maintenance of facilities, enrichments activities, camps for impoverished students during school breaks and other responsibilities as outlined in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, RUSD shall ensure each student is enrolled and pay City for student enrollment as outlined in Exhibit "A."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **TERM.** The term of this MOU shall be from June 1, 2022 through June 30, 2027, unless otherwise terminated.
2. **SCOPE OF RESPONSIBILITIES.** City and RUSD shall perform their specific responsibilities identified in Exhibit "A."
3. **CITY FACILITIES.** City shall provide use of City-owned facilities for Programs at the locations identified in Exhibit "B" attached hereto and incorporated herein by reference.
 - a. **KEYS.** RUSD shall not be provided with keys to City facilities. RUSD and shall perform all of its obligations under this MOU during City business hours only.
4. **CRIMINAL BACKGROUND INVESTIGATIONS.** RUSD employees, agents, volunteers, or contractors providing services hereunder shall be required to submit to a criminal background investigation by providing to City a complete set of fingerprints for analysis by the Department of Justice. Prior to submission of Instructor's fingerprints, RUSD, as applicable, will be

required to pay to City a fee for processing of the fingerprints by the Department of Justice. No learning center program shall commence until the City has received clearance for each person from the Department of Justice.

Pursuant to Public Resource Code section 5164(a)(1), if it is determined that a RUSD employee, agent, volunteer, or contract has been convicted of any offense or offenses as specified in Public Resources Code section 5164(a)(2), City shall immediately terminate this Agreement and the learning center program shall be canceled. Refusal by any RUSD employee, agent, volunteer, or contractor to submit to the background investigation shall also result in the termination of this Agreement and cancellation of the learning center program.

5. **INSURANCE.**

a. Commercial General Liability/Automobile: Prior to City's execution of this Agreement, RUSD shall each obtain or self-insure for, and thereafter maintain during the term of this Agreement, such commercial general liability insurance to insure against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by the insured party or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of the insured party. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California. Each party's commercial general liability policy shall cover both bodily injury (including death) and property damage (included but not limited to premises-operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on the parties' indemnification obligations under Section 6 hereof. Also, if RUSD carries a "Business Auto Policy", a copy of the insurance policy must be provided to the City.

b. Evidence of Coverage/ City as Additional Insured: Prior to the City's execution of this MOU, insurance policies or original certificates evidencing the coverage required by this MOU for commercial general liability shall be filed with City and shall include City, its officers, and employees as additional insureds. Said policy shall be in the usual form of commercial general liability insurance, but shall include the following provision:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

The policies shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to the City by certified or registered mail. City, its agents, officers, and employees make no representation that the limits of the insurance specified to be carried by RUSD pursuant to this MOU are adequate to protect RUSD. If RUSD believes that any required insurance coverage is inadequate, that party will obtain additional insurance coverage as that party deems adequate, at that party's sole expense.

c. Workers' Compensation Insurance. By executing this MOU, RUSD certifies that it is aware of and will comply with Section 3700 of the Labor Code of the State of

California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. RUSD shall each carry, or self-insure for, the insurance required by California law to protect itself from claims under the Workers Compensation Act.

Prior to City's execution of this Agreement, RUSD shall file with City either (1) a certificate of insurance evidencing that such insurance is in effect, or that the insured party is self-insured for such coverage; or (2) a certified statement that the party has no employees, and acknowledging that if the party does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

6. **INDEMNIFICATION.** Except for City's sole negligence or willful misconduct, RUSD shall indemnify and hold City and City's officers and employees harmless from all damages, costs and expenses, including attorney's fees, in law or equity, including damage to property or personal injury, including death, that may arise or be incurred due to intentional or negligent acts, errors or omissions of RUSD or any of RUSD's employees, instructors, or agents committed while rendering Services pursuant to this Agreement. The parties expressly agree that any payment, attorney fee, cost or expense City incurs or makes to or on behalf of an injured City employee under City's self-administered Workers' Compensation program are included as a loss, expense or cost for the purposes of this paragraph. The provisions of this paragraph shall survive the expiration or early termination of this MOU.

7. **ASSIGNMENT.** No party shall assign any right, interest, or obligation in or under this MOU to any other entity without prior written consent of the other parties. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this MOU, in a writing satisfactory to the parties. RUSD acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval.

8. **NON-DISCRIMINATION.** Except as provided in Section 12940 of the California Government Code, during the performance of this MOU, no party shall discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, gender expression, genetic information, sex or sexual orientation in use of the Property during the term of this MOU. Further, the parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

9. **GOVERNING LAW AND JURISDICTION.** The parties agree that in the exercise of this MOU, the parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with the Services. The existence, validity, construction, operation and effect of this MOU and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. **TERMINATION.** Any party may terminate this MOU upon thirty (30) days written notice to the other parties.

11. **ENTIRE AGREEMENT.** This MOU embodies the entire agreement between the parties hereto in relation to the learning center program, and no other agreement or understanding, verbal or otherwise, relative to the learning center program exist between the parties at the time of execution of this MOU. This MOU may only be modified or amended by the mutual consent of the parties in writing.

12. **NOTICES.** Service of any notices, or other documents required or permitted under this MOU, shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Parks, Recreation &
Attn: Noemi Lopez
6927 Magnolia Ave., 2nd Floor
Riverside, CA 92506

RUSD

Riverside Unified School District
3380 14th Street
Riverside, CA 92501
Attn: Erin Power
Assistant Superintendent, Business Services

13. **SEVERABILITY.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this MOU shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant, and/or restriction, of this MOU and the remainder of the MOU shall continue in full force and effect.

14. **PARAGRAPH TITLES.** The paragraph titles of this MOU are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this MOU or in any way affect the agreement of the parties set out in this MOU.

15. **AUTHORITY.** The individuals executing this MOU and the instruments referenced herein each represent and warrant that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

16. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, RUSD, and their employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. RUSD acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to RUSD, or to their respective employees, subcontractors, and agents. RUSD, as independent contractors, shall be responsible for any and all taxes that apply to RUSD as employers.

17. **DIGITAL AND COUNTERPART SIGNATURES.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Civil Code §§ 1633.1, *et seq.*, California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to

execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The above statutes authorize use of an electronic signature for transactions and contracts among parties in California, including a government agency, so long as certain conditions are met. "Digital signature" is a type of electronic signature and is defined as "an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature", and shall be reasonably relied upon by the parties. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code, and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting the one and the same instrument and shall be binding on the parties hereto.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed on the date and year first written above.

CITY OF RIVERSIDE, a charter city
and municipal corporation,

RIVERSIDE UNIFIED SCHOOL DISTRICT
("RUSD")

By: _____
City Manager

By: Erin Power

Printed Name: Erin Power

Title: Assistant Superintendent, Business Services

ATTEST:

By: _____
City Clerk

By: N/A

Printed Name: _____

Title: _____

Certified as to funds availability:

By: [Signature]
Chief Financial Officer

APPROVED AS TO FORM:

By: Layla Sarwari
Layla Sarwari (Sep 21, 2022 13:59 PDT)
Layla Sarwari
Deputy City Attorney

Exhibit “A”

Scope of Responsibilities

1. ROLES AND RESPONSIBILITIES

- a. The City (PRCSD) shall be responsible to:
- PRCSD offers camps during school breaks. (Fall Day Camp, Winter Day Camp, Spring Day Camp, and Summer Day Camp). COVID-19 CONTINGENCY PLAN: PRCSD will partner together to continue all elements of PRCSD services with RUSD if yearly in person curriculum changes, due to Covid 19. Such partnering could include LEARNING, WITH A-DAY/B-DAY PLAN, OR ANY OTHER COMBINATION.
 - Ensure all staff are processed for hire to include physical, TB exam, livescan, and background check through the City of Riverside Human Resources Department.
 - Provide recreational leaders to lead all PRCSD programs offered by PRCSD at any recreation facility/community centers.
 - Provide waivers and program packets to participants upon registration in PRCSD programs.
 - Track participants via Active Net registration system using a coupon code, provide RUSD with coupon codes.
 - Enter registration information into PRCSD’s ActiveNet registration system for the purposes of tracking participation and providing monthly rosters to RUSD.
 - Invoice RUSD using Activenet roster and formal invoice form that includes participants by set month, date or dates provided by PRCSD Director.

Programs Offered	Offered	Cost
Afterschool Program	School year	\$35-\$60 Monthly fee
Fall, Spring and Summer Camp	Thanksgiving Break Fall Break Summer Break	\$100-\$150 Weekly fee
Youth Sports Programs	Ongoing	\$40-\$60 program fee

*All programs and fees are subjected to change. PRCSD is closed all major Holidays.

**Additional programs are offered throughout the city.

- b. Riverside Unified School District (RUSD) shall be responsible to:
- Promote PRCSD programs and provide participants with information regarding registration procedures and forms.
 - Registration to occur on site by participant
 - Participants will complete PRCSD waiver and registration form
 - Participants will complete PRCSD Afterschool packet prior to participating in program
 - Provide an RUSD point of contact (name, phone, etc.) that will be the contact person during duration of MOU.
 - Payment for each participants must be received by the 30th of the following month.
 - Programs offered for Expanded Learning cost, may vary depending on the program chosen per participant.
 - Provide payment of \$400 per student, not to exceed \$120,000 a year, for services provided by PRCSD.

Exhibit “B”

Locations

PRCSD Afterschool assistance at the following Community Centers: Stratton Center, Cesar Chavez, Ruth Lewis, Joyce Jackson and Ysmael Villegas Community Centers, etc. Other programs may be included as deemed necessary and in agreement by PRCSD and RUSD.