

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO AND THE RIALTO UNIFIED SCHOOL DISTRICT FOR THREE (3)
SCHOOL RESOURCE OFFICERS

This agreement, made and entered into as of this 6th day of November, 2023 by and between the City of Rialto, (hereinafter referred to as "CITY") through its Police Department (hereinafter referred to as "RPD"), a California municipal corporation and the Rialto Unified School District, a political subdivision of the State of California, (hereinafter referred to as "RIALTO USD"). City and Rialto USD are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as to as the "Parties."

WITNESSETH

WHEREAS, the Parties desire to cooperate in a joint effort to furnish police officers employed by City to act as full time School Resource Officers (SRO) at certain Rialto USD campuses during the Term of this Agreement; and

WHEREAS, RIALTO USD desires to retain three (3) SRO's, to perform special services, provide collaborative educational supports that will help build and sustain a positive school culture and ensure a safer school climate for all students, staff and families within the RIALTO USD, and;

WHEREAS, the RPD can provide SRO's who are specially trained, experienced and competent to perform such special services and fulfill the expectations needed to effectively collaborate as educational partners.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section I. Term of Agreement

The Term of this Agreement shall be for five (5) years commencing on July 1, 2024 and ending on June 30, 2029, unless sooner terminated as provided herein.

Section II. Scope of Services

- a. The RPD shall provide three (3) SROs, who will work a 4/10 schedule (four days per week, 10 hours per day), from 6:00 AM to 4:00 PM through the duration of the Term set forth in this Agreement. SROs will not work weekends or school holidays. City reserves the sole right to choose and designate its police officers and to reassign or re-designate officers to provide SRO services as it determines in its sole discretion is reasonable.

b. The SROs shall be responsible for law enforcement duties arising on and adjacent to any RIALTO USD school campus. The SRO's duties and expectations shall include, but shall not be limited to, participating in additional professional development that will assist with their becoming better acclimated to the school social learning environment by focusing on and completing the following training courses:

1. Restorative Practice Training
2. Introduction to Positive Behavior Intervention & Support Framework (PBIS)
3. National Curriculum Training Institute Coursework (NCTI)
4. Anger Management
5. Drug & Alcohol Prevention
6. Truancy Prevention
7. Social Skills & Character Development (Real Colors)

c. SROs shall be responsible for facilitating and collaborating in school and community-based workshops and forums for students, staff and families focusing on bullying and violence prevention, drug trends and awareness, and the dangers of social media. SROs shall be expected to advise individual school administrators and school staff on conflict resolutions, gang issues, attendance (truancy) issues, trespassers, parent complaints, criminal matters, and other concerns consistent with the goals and objectives of the RIALTO USD, and the RPD. The SROs shall not be used for disciplinary matters that fall under the purview of the RIALTO USD and outside the scope and responsibilities of the SRO. The SROs may respond and lend assistance, consistent with the above listed duties, at any schools within the RIALTO USD.

d. *It is understood the sharing of information is limited to federal or state laws that govern the collection, use and dissemination of student records.*

1. Federal privacy laws, including the Federal Rights and Privacy Act of 1974 [FERPA]. The Health Insurance Portability and Accountability Act of 1996 [HIPAA], and civil rights and other laws must be considered when developing plans for Criminal Justice Information Systems [CJIS] and/or sharing that involves personally identifiable information from student education records.

e. RIALTO USD and RPD must balance safety interests and student privacy interests. All information sharing should be based on upon the Family Educational Rights and Privacy Act (FERPA) and California laws that govern the release of records. FERPA does contain exceptions to the general consent requirement, including the "health or safety emergency exception". Disclosures based on the exception must be documented in the student's education records to memorialize the emergency that formed the basis for the disclosure.

Section III. Supervision of School Resource Officers

The SROs will report directly to Administrative Sergeant within the City of Rialto Police Department (“Supervisor”). SROs will not report to any RIALTO USD personnel or receive any instruction or direction on any matter. Performance concerns regarding SROs will be communicated from the Lead Agent of Safety Operations and Support Services directly to the RPD, Administrative Sergeant. Each SRO shall remain an employee of City providing the services set forth in this Agreement and shall not be considered an agent, employee or officer of the Rialto USD.

Section IV. Compensation and Method of Payment

The City of Rialto will invoice Rialto Unified School District for each of the SROs at their fully burdened rate in effect at the time the service is provided to RIALTO USD. The City shall issue such invoices on a quarterly basis. RIALTO USD shall pay all invoices within thirty (30) calendar days of the date of the invoice.

Section V. Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by email or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Rialto
Attn: Chief of Police
128 N Willow Ave.
Rialto, CA 92376
Email: mkling@rialtopd.com

To Service Provider: Rialto Unified School District
Attn: Diane Romo, Lead Business Service Agent Services
Department
182 E Walnut Ave.
Rialto, CA 92376
Email: dromo@rialtousd.org

Notice shall be deemed effective on the date personally delivered or transmitted by email or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

VI. Entire Agreement

This MOU represents the entire agreement between the Parties and there are no oral
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agreements between the parties hereto affecting this MOU. Further, this MOU supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties.

VII. Indemnification

Rialto Unified School District shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of the Rialto Unified School District or by any individual or entity for which Rialto Unified School District is legally liable, including but not limited to officers, agents, employees or subcontractors of Rialto Unified School District, in the performance of this MOU.

The City of Rialto shall indemnify, protect, defend and hold harmless Rialto Unified School District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of the City of Rialto or by any individual or entity for which the City of Rialto is legally liable, including but not limited to officers, agents, employees or subcontractors of the City of Rialto, in the performance of this MOU.

Section VIII. Authority to Execute

The persons executing this MOU on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this MOU on behalf of said party, and (iii) by so executing this MOU, such Party is formally bound to the provisions of this MOU.

Section IX. Binding Effect

This MOU shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

Section X. Amendment

No amendment to or modification of this MOU shall be valid unless made in writing and approved by the Rialto Unified School District and by the City. The Chief of Police shall have the authority

to approve any amendment to this MOU if the total compensation under this Agreement, as amended, would not exceed the Chief of Police's contracting authority under the Rialto Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section XI. Law to Govern; Venue

This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.

Section XII. Attorney Fees; Costs and Expenses

In the event litigation or other proceeding is required to enforce or interpret any provision of this MOU, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section XIII. Severability

If any term, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall not be affected thereby and the MOU shall be read and construed without the invalid, void or unenforceable provision(s).

Section XIV. Conflicting Terms

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

Section XV. Independent Contractor

The Parties enter into this Agreement as independent contractors and not as employees of one another. Neither party shall have power or authority by this Agreement to bind the other in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by one party are employees, agents, contractors or subcontractors of that party and not of the other party. Except as explicitly set forth herein, neither party shall be obligated in any way to pay any wage claims or other claims made against the other party by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section XVI. City to Retain All Police Power

The Parties agree that RIALTO USD has no authority to direct the City to issue citations, exercise its police power, or take any enforcement actions. Any police power, citations, or enforcement

actions taken by the City in the performance of this Agreement shall be at the sole discretion of the City. The City retains all police powers and rights granted to it pursuant to the California constitution and by statute in the performance of this Agreement.

Section XVII. Force Majeure

The performance of the services rendered pursuant to this MOU shall be extended or excused because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency.

Section XVIII. Relationship Between Parties

a. **Status of Rialto USD.** District shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. District shall not at any time or in any manner represent that District or any of District's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither District, nor any of District's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. District expressly waives any claim District may have to any such rights.

Status of City of Rialto. City shall have no authority to bind Rialto USD in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Rialto USD. City shall not at any time or in any manner represent that City or any of the City's officers, employees, or agents are in any manner officials, officers, employees or agents of Rialto USD. Neither City, nor any of City's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to Rialto USD's employees. City expressly waives any claim the City may have to any such rights.

b. **City Manager Authority.** Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Manager, or his or her designee. The City Manager shall have authority, if specified in writing by the City Manager or designee, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

Superintendent Authority. Unless otherwise specified herein, any approval of Rialto USD required hereunder shall mean the approval of the Superintendent, or his or her

designee. The Superintendent shall have authority, if specified in writing by the Superintendent, to sign all documents on behalf of Rialto USD required hereunder to carry out the terms of this Agreement.

Section IXX. Termination

The Parties may terminate this Agreement at any time, with or without cause, upon one (1) year written notice to the other Party.

The Parties understand that in order to perform this Agreement, the City will need to hire and train additional personnel.

In the event City is in default under the terms of this Agreement, RIALTO USD shall give notice to City of the default and the reasons for the default. The notice shall include the timeframe in which City may cure the default. This timeframe is presumptively ninety (90) days, but may be extended, though not reduced, if circumstances warrant. If City does not cure the default, RIALTO USD may terminate this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date and year first-
above written.

CITY:

**CITY OF RIALTO, a municipal
corporation**

By:

Mark Kling Chief of Police

ATTEST:

By:

Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By:

Eric S. Vail, City Attorney

PARTY:

RIALTO UNIFIED SCHOOL DISTRICT

By:

Signature

Diane Romo

Name

Lead Business Service Agent

Title