

**Memorandum of Understanding Between
the City of Rialto and Rialto Unified School District
for Eisenhower High School and Carter High School Home Football Games**

The City of Rialto (City) and Rialto Unified School District (RUSD) hereby agree to terms of this Memorandum of Understanding (MOU). This MOU is entered into as of this 13th day of September 2021. City and Rialto Unified School District are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

SECTION 1. TERM OF AGREEMENT

The Term of this Agreement shall be from October 01, 2021 through October 29, 2021.

SECTION 2. SCOPE OF SERVICES

Based on this Agreement, the City shall provide the following:

- Five (5) sworn peace officers or corporals to be present during the home football games on the dates identified herein.
- The officers or corporals will be in place for the duration of the shift from 6:00 PM to 10:30 PM.
- The officers or corporals shall provide a uniformed presence at Eisenhower High School located at 1321 N Lilac Ave. on the following dates:
 - Friday, October 1, 2021
 - Thursday, October 21, 2021
 - Friday, October 29, 2021
- The officers or corporals shall provide a uniformed presence at Carter High School located at 2630 N Linden Ave. in the City of Rialto, on the following dates:
 - Friday, October 3, 2021
 - Friday, October 8, 2021
 - Thursday, October 21, 2021
 - Friday, October 29, 2021

SECTION 3. COMPENSATION AND METHOD OF PAYMENT

The City's Accounts Payable Department will invoice Rialto Unified School District for each of the five (5) sworn peace officers or corporals at their fully burdened rate of \$289.88 per hour. This will result in a total cost of \$45,656.10 over the term of the MOU. Rialto Unified School District shall pay all invoices within twenty (20) calendar days of the date of the invoice. Any payment not received within such time shall be subject to a three percent (3%) late charge.

The total amount charged by the City during the Term of this Agreement shall not exceed \$45,656.10, not including any late charges.

SECTION 4. 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.

SECTION 5. ENTIRE AGREEMENT

This MOU represents the entire agreement between the Parties and there are no oral 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.

SECTION 6. 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.

SECTION 7. 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 8. BINDING EFFECT

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

SECTION 9. 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 10. 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 11. ATTORNEYS 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 12. 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 13. 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.

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

RIALTO UNIFIED SCHOOL DISTRICT

Diane Romo
Lead Business Service Agent
Rialto Unified School District
182 E. Walnut Avenue
Rialto, CA 92376
dromo@rialtousd.ort

Date: _____

CITY OF RIALTO

Date: _____

Marcus Fuller
City Manager
City of Rialto
150 S. Palm Avenue
Rialto, California 92376

Attest:

Barbara McGee, City Clerk

Approved as to Form:

Eric Vail, City Attorney