

MEMORANDUM OF UNDERSTANDING BETWEEN THE PERRIS UNION HIGH SCHOOL DISTRICT AND THE CITY OF PERRIS FOR FUNDING OF SCHOOL RESOURCE OFFICER PROGRAM AT PINACATE MIDDLE SCHOOL

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into by and between the Perris Union High School District ("District") and the City of Perris ("City"), collectively referred to as the "Parties."

WHEREAS, the District entered into an agreement titled "Law Enforcement Services Agreement Between the County of Riverside and the Perris Union High School District for the County Sheriff's Provision of School Resource Officers" ("Underlying Agreement") on October 18, 2023, with the County of Riverside ("County"), on behalf of its Sheriff's Department ("Sheriff");

WHEREAS, the Underlying Agreement provides that the Sheriff will assign School Resources Officers (SRO) and provide services at Pinacate Middle School from November 1, 2023 through June 30, 2024, unless properly terminated sooner;

WHEREAS, the District and the City desire to set forth in this MOU specific terms and conditions to govern a payment structure where each party will be responsible for 50% of costs invoiced for the SRO assigned to Pinacate Middle School pursuant to the Underlying Agreement;

1. **TERM.** This MOU shall be effective from November 1, 2023 through June 30, 2024, unless terminated sooner pursuant to Section 8 in the Underlying Agreement.
2. **REIMBURSEMENT FOR SRO SERVICES AT PINACATE MIDDLE SCHOOL.**
 - a. The Parties will each be responsible for 50% of the total cost for the assignment of the SRO at Pinacate Middle School.
 - b. Pursuant to Section 4 of the Underlying Agreement, Sheriff will provide the District with a monthly invoice for SRO services rendered, based on a calculation established by the Riverside County Board of Supervisors in the form of an hourly rate for an SROs and a mileage rate (hereinafter "County Invoice").
 - c. Upon the District's receipt of the monthly County Invoice for SRO services rendered at Pinacate Middle School, the District will promptly provide the City with (1) a copy of the County Invoice and (2) an invoice prepared by the District (hereinafter "District Invoice") for 50% of the total County Invoice.
 - d. Upon the City's receipt of the District Invoice, the City shall reimburse the District for SRO services at Pinacate Middle School within thirty (30) days of receipt.
 - e. The City's obligation to reimburse the District 50% of the total County Invoice amount for SRO services at Pinacate Middle School shall continue on a monthly basis for the duration of the Underlying Agreement.
3. **LIABILITY, RIGHTS, AND INTERESTS.** This MOU is not intended to create or establish any liability, rights, or interests against the City by any third party. This MOU

shall be subject to the District's and Sheriff's indemnity obligations under Section 9 in the Underlying Agreement.

4. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, District shall and does agree to indemnify, protect, defend and hold harmless City, its agencies, departments, directors, officers, agents, elected and appointed officials and representatives (collectively, "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from this MOU and the Underlying Agreement, including, without limitation, any activities by the Sheriff or the District at Pinacate Middle School pursuant to the Underlying Agreement (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which District's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to Liabilities resulting from the sole negligence or willful misconduct of City Indemnitees.
5. **SUBJECT TO UNDERLYING AGREEMENT.** The terms of this MOU shall be subject to the terms and conditions specified in the Underlying Agreement.
6. **VENUE AND GOVERNING LAW.** This MOU shall be governed by the laws of the State of California with venue in Riverside County, California. The terms of this paragraph survive termination of this MOU.
7. **NOTICES.** Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by e-mail, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Service by certified mail, return receipt requested, addressed appropriately to the intended recipient. The following parties shall receive notices under this MOU, unless another party or parties are designated in writing at a subsequent date:

DISTRICT:

Candace Reines
Deputy Superintendent
155 E. 4th St
Perris, CA 92570
(951) 943-6369 Ext. 80202
candace.reines@puhsd.org

CITY:

Clara Miramontes
City Manager
101 N. D St
Perris, CA 92570
(951) 943-6100
cmiramontes@cityofperris.org

In witness whereof, the parties hereto have caused this MOU to be executed by their respective duly authorized representatives.

DISTRICT:

CITY:

By: _____
Candace Reines
Deputy Superintendent
Perris Union High School District

By: _____
Clara Miramontes
City Manager
City of Perris

Date Signed

Date Signed

Date of School Board Approval

Date of City Council Approval