

**MEMORANDUM OF UNDERSTANDING
CALIFORNIA MILITARY INSTITUTE SITE IMPROVEMENTS**

This Memorandum of Understanding (the “**MOU**”) is executed this _____ day of _____, 2019, by and between the City of Perris, a municipal corporation (the “**City**”), and Perris Union High School District, a political school district of the State of California (the “**District**”). The City and the District may be referred to, individually or collectively, as “Party” or “Parties.”

WHEREAS, the District owns certain real property in the vicinity of “A” Street and Metz Road in the City of Perris (the “**District Property**”), as shown on the District Property Site Map attached hereto as Exhibit “A”;

WHEREAS, the California Military Institute (the “**CMI**”) is a dependent charter school of the District which operates a 5-12 grade school on the District Property;

WHEREAS, the City owns the public streets and sidewalks adjacent to the District Property (the “**City Property**”), as shown on the City Property Site Map attached hereto as Exhibit “B”;

WHEREAS, the City and District now desire to construct certain improvements on both the District Property and City Property (the “**Improvements**”), as further described in Sections 2 and 3 herein; and

WHEREAS, the District desires to assist with the Improvements.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions herein contained, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Offsite Improvements. The Offsite Improvements include: (i) widening of “A” Street; (ii) the installation of a traffic signal at the intersection of “A” Street and Highland Vista Way (“**Offsite Improvements**”).

3. Onsite Improvements. The Onsite Improvements include: (i) removal and relocation of irrigation and water facilities as necessary; and (ii) construction of a driveway on Metz Road (“**Onsite Improvements**”).

4. Effective Date: This MOU shall become effective upon approval of this MOU by the District's governing board and the City Council (the “**Effective Date**”).

5. City's Obligations.

5.1 City will reimburse District for the cost of materials and costs associated with the design and plan check of the Offsite Improvements.

- 5.2 City shall have the opportunity to review and comment on District's contract with its design engineer. The City shall submit these comments to the District within fourteen (14) days of receipt of such contract from the District.
 - 5.3 City shall advertise, bid, and pay for the Offsite Improvements, including but not limited to the traffic signal at the intersection of "A" Street and Vista Highland.
 - 5.4 City shall be responsible for installing the traffic signal to be located at the intersection of "A" Street and Highland Vista Way.
 - 5.5 City shall review and approve the cost of traffic signal materials ordered by District.
 - 5.6 City shall request in writing that certain power poles and streetlights be relocated by Southern California Edison ("SCE").
6. District's Obligations.
- 6.1 District shall submit plans for the Offsite Improvements for City's review and approval. The City shall approve or deny the plans within thirty (30) days of receipt.
 - 6.2 District shall order, pay for, and store the traffic signal materials, on-site, until notified by City that City's contractor is prepared to install the traffic signal. District shall submit to City the proposed cost of the traffic signal materials in advance. City will reimburse the District the cost of the traffic signal materials, along with other costs associated with the Offsite Improvements, as specified in Section 5.1 above.
 - 6.3 District shall coordinate with SCE for the installation and management of an electric meter for the traffic signal.
 - 6.4 District shall be responsible for the removal and relocation of all irrigation and water facilities which will be impacted by the Offsite Improvements.
 - 6.5 District shall include the proposed driveway on Metz Road within the plans for the Onsite Improvements, and shall construct the driveway at District's cost.
 - 6.6 District shall dedicate to the City the portion of the District Property which is necessary for the Offsite Improvements as determined by the City Engineer and approved by District. and as generally shown on the District Property Site Map.

7. Term. The term of this MOU shall commence upon the Effective Date and shall be effective for one (1) year (the “**Term**”) unless terminated, modified, or extended by mutual agreement of the City and the District.

8. Reservation of Power. Notwithstanding any other provision of this MOU, the Parties acknowledge and agree that the City is restricted in its authority to limit its police power, and that the foregoing limitations, reservations, and exceptions are intended to reserve to the City all of its police power, which cannot be so limited. This MOU shall be construed to reserve to City all such power and authority that cannot be restricted by this MOU.

9. Notices. All notices or other communications required hereunder shall be in writing and shall be personally delivered or sent by certified mail or electronic transmission, and shall be deemed received on the date of receipt personally or by electronic transmission. Notices shall be sent addressed as follows:

If to the City:

City of Perris
101 North D Street
Perris, CA 92570
Attn: City Manager
E-Mail: rbelmudez@cityofperris.org

With a copy to:

Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Eric L. Dunn
E-Mail: edunn@awattorneys.com

If to District:

Perris Union High School District
155 East 4th Street
Perris, CA 92570
Attention: Candace Reines and/or Hector Gonzalez
E-Mail: candace.reines@puhsd.org, hector.gonzalez@puhsd.org

With a copy to:

Fagen, Friedman and Fulfroost, LLP
1525 Faraday Ave, #300
Carlsbad CA 92008
Attention: Gretchen Shipley, Esq.
E-Mail: gshipley@f3law.com

10. Indemnification. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The Parties agree to indemnify, defend, and hold harmless each other against any and all liability, expense, and claims arising from their respective negligent or wrongful acts and omissions. The provisions of the Section 10 shall survive the termination of this MOU.

11. No Third Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

12. Governing State Law. This MOU shall be construed in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this MOU shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and District agrees to submit to the personal jurisdiction of such court in the event of such action.

13. Severability. Invalidation of any of the provisions contained in this MOU by judgment or court other shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this MOU, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purpose of this MOU or the rights and obligations of the Parties thereto.

14. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

15. Entire MOU. This MOU constitutes the entire understanding and agreement of the Parties unless subsequently modified pursuant to paragraph 14 of this MOU

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

[signatures on the page to follow]

District:

Perris Union High School District

City:

City of Perris

By: _____

Candace Reines
Deputy Superintendent of Business Services

By: _____

Richard Belmudez
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

ATTEST:

Eric L. Dunn
City Attorney

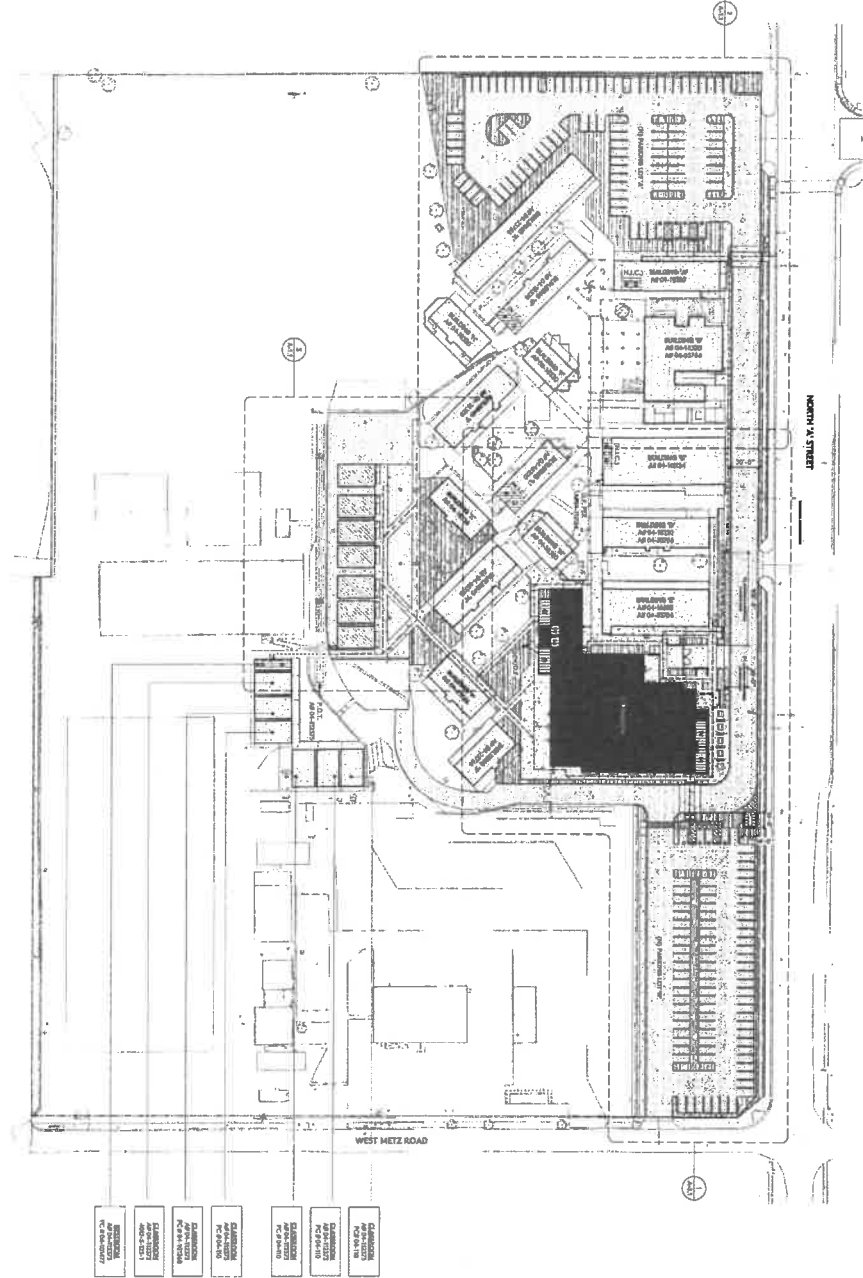
City Clerk

EXHIBIT A

District Property Site Map

[ATTACHED]

COMPOSITE



N-1 SITE LEGEND

- PARKING RATIO**
- PROJECT PARKING
 - NEW BALANCE
 - RELOCATED THROUGH BALANCE
 - EXISTING BALANCE
 - NEW CONCRETE PARKING
 - NEW ASPHALTIC CONCRETE PARKING
 - NEW PLUMBING AREA
 - NEW PERVIOUS PAVEMENT CONCRETE PARKING
 - PER P.O.L.
 - PER A.S.T.
- GENERAL NOTES**
1. VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE CONSTRUCTION.
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CALIFORNIA MILITARY INSTITUTE - GYMNASIUM
PERRIS UNION HIGH SCHOOL DISTRICT

SITE PLAN A-1.0

EXHIBIT B

City Property Site Map

[ATTACHED]

