

**MEMORANDUM OF UNDERSTANDING
AND RIGHT OF ENTRY AGREEMENT WITH
PERRIS UNION HIGH SCHOOL RELATING TO
CROSSWALK IMPROVEMENTS AND DRIVEWAY IMPROVEMENTS**

This Memorandum of Understanding and Right of Entry Agreement (“**MOU**”) is executed this ____ day of __, 2023, by and between the City of Perris, a municipal corporation (“**City**”), and Perris Union High School District, a public school district of the State of California (“**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 Perris Boulevard and Nuevo Road in the City of Perris (“**District Property**”), as shown on the District Property Site Map attached hereto and incorporated herein as Exhibit “**A**”; and

WHEREAS, the District operates Perris High School (“**High School**”) on the District Property; and

WHEREAS, the City owns the public streets and sidewalks adjacent to the District Property as shown on Exhibit “**A**” (“**City Property**”); and the City desires to install certain pedestrian safety improvements (“**Crosswalk Improvements**”); and

WHEREAS, the City also desires to make certain other improvements to replace the existing cross gutter and ramp that is located north of the Crosswalk Improvements as shown in Exhibit “**C**”, which is incorporated herein by this reference, and wherein such improvements are City-owned public streets and sidewalks adjacent to the District Property, but not a part of the Crosswalk Improvements (“**Driveway Improvements**”); and

WHEREAS, the Crosswalk Improvements (as defined in Section 2 of this MOU) and Driveway Improvements provide direct benefits to the students of the High School during drop-off and pickup times, and the District desires to contribute only to the funding of the Crosswalk Improvements; and

WHEREAS, the City therefore requires a temporary right to enter upon a portion of property owned by the District that is adjacent to the area of the Crosswalk Improvements and Driveway Improvements for the purposes of carrying out the Crosswalk Improvements and Driveway Improvements, and such portion is described/depicted as provided in Exhibit “**C**”, which is incorporated herein by this reference (“**License Area**”).

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. Crosswalk Improvements. The Crosswalk Improvements include installation of mid-block high-visibility crosswalks with pushbutton-activated overhead flashing beacons (HAWK signal) at both Perris Boulevard and Nuevo Road (“**Crosswalk Improvements**”) as shown on the preliminary Improvement Diagram attached hereto and incorporated herein as Exhibit “**B**”. The City may pre-purchase the flashing beacon poles prior to entering into the Construction Contract (as defined in Section 5.2 of this MOU) to expedite installation; however, nothing herein shall serve to require the City to pre-purchase the flashing beacon poles or any other materials necessary for the Crosswalk Improvements.

3. Right of Entry.

- 3.1 Subject to the conditions stated in this MOU, District hereby grants City, as well as all employees, agents, representatives, and contractors authorized by the City a non-exclusive, temporary right to enter into the License Area to install the Crosswalk Improvements and Driveway Improvements (“**Right of Entry**”). The Right of Entry shall be limited only to the License Area. District shall grant no rights inconsistent with the reasonable exercise by the City of its rights under this MOU. Under the Right of Entry, City may enter into the License Area as necessary to construct the Crosswalk Improvements and Driveway Improvements, provided that such entry shall be coordinated with the District.
- 3.2 In installing the Crosswalk Improvements and Driveway Improvements, the City and its officials, employees, agents, representatives, and contractors shall not unreasonably interfere with any of District’s activities in the District Property except as agreed between the Parties. Likewise, District and its officials, employees, agents, representatives, contractors, and students shall not unreasonably interfere with any of City’s activities in the City Property, License Area and, in particular, any City activities related to the installation of the Crosswalk Improvements and Driveway improvements by the City.
- 3.3 The Right of Entry shall be valid for the Term (as defined in Section 7 of this MOU) and shall thereafter terminate, provided that any extension of the Term shall automatically extend the validity of this Right of Entry.
- 3.4 Notwithstanding anything to the contrary contained herein, City and District acknowledge and agree any and all rights conferred upon City with regard to the License Area pursuant to this MOU create a revocable license for the installation of the Crosswalk Improvements and Driveway Improvements only, and no lease, tenancy, leasehold, easement or other right or interest of any kind or nature (other than a revocable license) is created or conferred pursuant to this MOU.

4. Effective Date. This MOU shall become effective upon approval of this MOU by the District’s Board of Trustees and the City Council (the “**Effective Date**”).

5. District’s Obligations.

- 5.1 District shall reimburse City for up to 50% of the costs associated with the materials and installation necessary for the Crosswalk Improvements, not to exceed \$400,000. Within 30 days of the District’s receipt of the Invoice, as defined by and pursuant to Section 6.5 below, the District shall pay City the full amount of the Invoice.
- 5.2 District shall have the opportunity to review and comment on City’s Public Works construction contract for the Crosswalk Improvements (“**Construction Contract**”), provided that, in the event that the Construction Contract includes the Driveway Improvements, District’s comments shall be limited only to the Crosswalk Improvements. The District shall submit these comments to the City within fourteen (14) business days of receipt of the Construction Contract from the City. City will consider these comments in good faith, and will not unreasonably deny incorporation of the District’s comments.

5.3 In the event that City pre-purchases any materials for the Crosswalk Improvements prior to entering into the Construction Contract, District shall have the right to review and approve the quotes for such materials pursuant to Section 6.2 of this MOU.

6. City's Obligations.

6.1 District shall have the opportunity to review and comment on City's plans for the Crosswalk Improvements. The District shall submit these comments to the City within thirty (30) business days of receipt of such plans from the City. City will consider these comments in good faith, and will not unreasonably deny incorporation of the District's comments.

6.2 In the event that City pre-purchases any materials for the Crosswalk Improvements prior to entering into the Construction Contract, City shall submit quotes for such materials to District for review and approval, provided that District's approval shall not be unreasonably withheld. The District shall approve or deny such quotes within fourteen (14) business days of receipt. In the event that the District does not provide a response within fourteen (14) business days of receipt, such quotes shall be considered approved by the District. The District will also be provided with the final purchase order issued for purchase of such materials.

6.3 City shall advertise, bid, award and administer the Construction Contract, and inspect the Crosswalk Improvements, and be responsible for all utility coordination, meter installation, and synchronization of the Crosswalk Improvements. The Construction Contract may, in City's sole and absolute discretion, include the Driveway Improvements. City certifies that its administration of the Construction Contract will comply with all public procurement, Public Works and prevailing wage requirements and all applicable law.

6.4 City shall keep an accurate accounting of all Crosswalk Improvement costs, and accounting of those costs particularly associated with the District's contribution and provide this accounting along with the final Invoice, as defined below, to the District. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, City approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the City.

6.5 The City shall issue only a single invoice to the District upon completion of the Crosswalk Improvements ("Invoice"). The Invoice shall be accompanied by a line-item accounting for the costs requested, evidence that the invoiced amount is no more than 50% of the total cost of the Crosswalk Improvements, and sufficient documentation in the District's reasonable discretion to identify that such costs are either associated with the Construction Contract referenced in Section 5.2 or with the Purchase Order specified in Section 6.2. The total District contribution, as stated in the Invoice, shall not exceed the total of \$400,000.

7. Term. Unless earlier terminated, modified, or extended by mutual agreement of City and District, the term of this MOU shall commence upon the Effective Date and shall continue in full force and

effect until the date upon which (a) the City has completed and accepted the Crosswalk Improvements and Driveway Improvements and (b) the District has reimbursed the City pursuant to Section 5.1 and 6.5, but not exceeding two (2) years from the Effective Date (the “**Term**”). The City Manager may approve any extension of the Term on the City’s behalf, provided that such extension is also approved by 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: Clara Miramontes, City Manager
E-Mail: CMiramontes@cityofperris.org

With a copy to:

Aleshire & Wynder, LLP 3880
Lemon Street, Suite 520
Riverside, CA 92501
Attn: Robert Khuu, City Attorney
E-Mail: rkhuu@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: Sarah Polito, Esq.
E-Mail: spolito@f3law.com

10. Indemnification.

10.1 To the fullest extent permitted by applicable law, City shall and does agree to

indemnify, protect, defend and hold harmless District, its agencies, departments, directors, officers, agents, elected and appointed officials and representatives (collectively, "District 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 City's performance of this MOU (collectively, and for the purposes of this Section 10.1, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which City's obligation to indemnify, including the cost to defend, the District Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of District Indemnitees.

10.2 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 District's performance of this MOU (collectively, and for the purposes of this Section 10.2, "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 negligence or willful misconduct of City Indemnitees.

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.

16. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

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

District

City

By: _____
Candace Reines, Deputy Superintendent of
Business Services

By: _____
Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Robert Khuu, City Attorney

EXHIBIT A

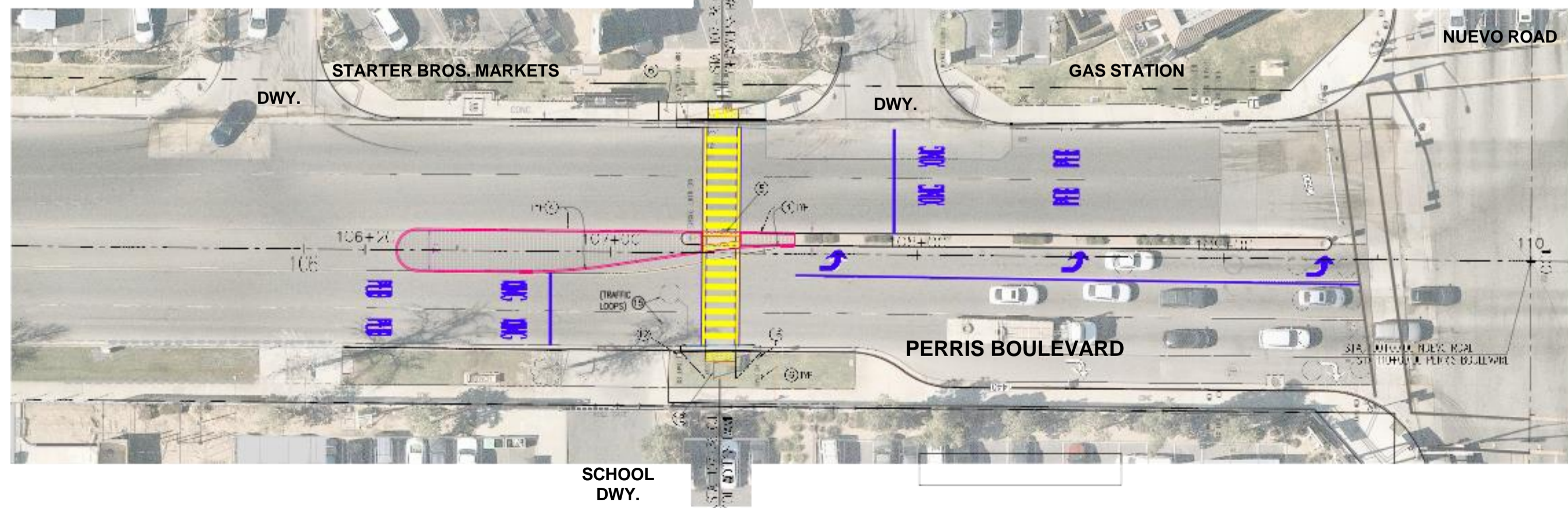
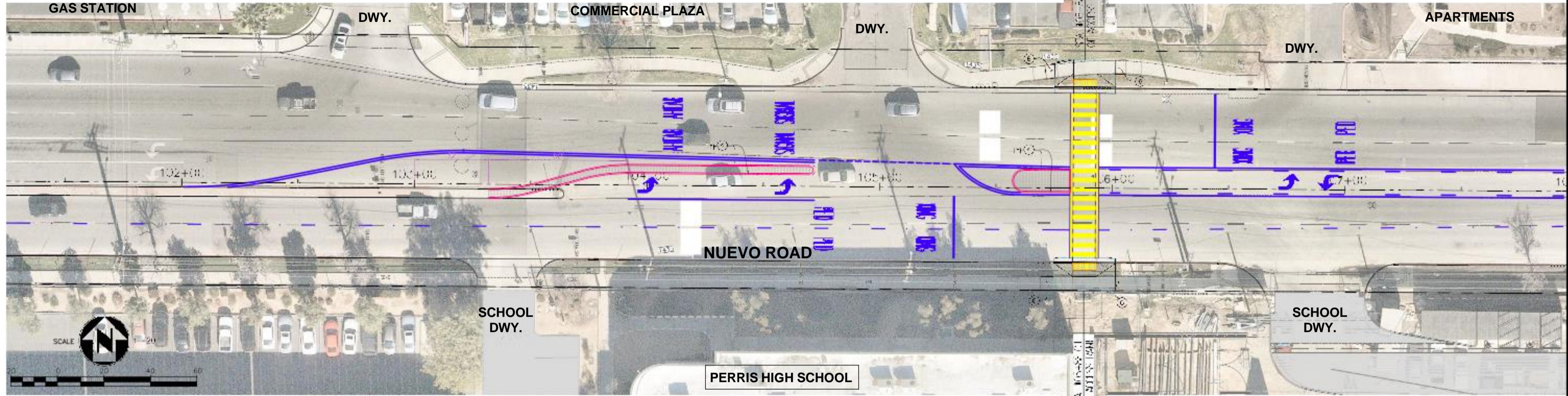
**District Property
Site Map**

EXHIBIT B

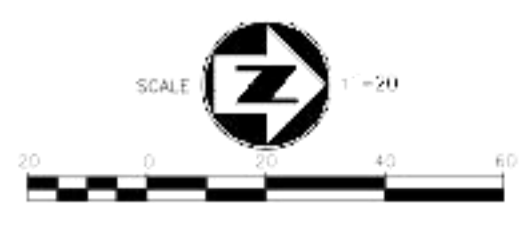
City Property Site Map

[ATTACHED]

CITY OF PERRIS, CALIFORNIA
MID-BLOCK SAFETY CROSSINGS AT PERRIS HIGH SCHOOL
CIP# S141

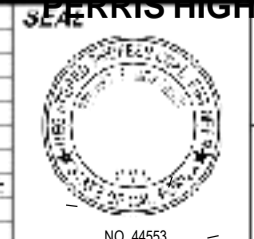


- CONSTRUCTION NOTES**
1. CONSTRUCT RAMP PER CALTRANS 2018 STANDARD PLAN ABBA CASE 4 AND AS SHOWN ON PLANS.
 2. CONSTRUCT RAMP PER CALTRANS 2018 STANDARD PLAN ABBA CASE 4 AND AS SHOWN ON PLANS.
 3. CONSTRUCT RAMP PER CALTRANS 2018 STANDARD PLAN ABBA CASE 4 AND AS SHOWN ON PLANS.
 4. CONSTRUCT TYPE 'D' CURB PER R.O.D. STANDARD NO. 204, 6" OF UNLESS OTHERWISE NOTED ON THE PLANS.
 5. CONSTRUCT PASSENGER PER CALTRANS STD PLAN ABBA 4" PCC AT ISLAND PATH OF TRAFFIC.
 6. CONSTRUCT 4" PCC SIDEWALK PER COUNTY OF RIVERSIDE STD PLAN 401, WIDTH PER PLANS.
 7. CONSTRUCT METAL IMPACTANT 4" THICK TUBS (STAKE) TO BE SET TO MATCH EXISTING OVER REMOVED NATIVE.
 8. REMOVE EXISTING 4" CONC. AND CONCRETE FROM ALL EXISTING ROAD AND SIDEWALKS AND 4" CONC. SIDEWALK.
 9. REMOVE EXISTING 4" CONC. AND CONCRETE FROM ALL EXISTING SIDEWALKS AND 4" CONC. SIDEWALKS.
 10. CONSTRUCT 1.5" THICK ASPHALT CONCRETE FULL-DEPTH OVER COMPACTED NATIVE (2000 PAVING).
 11. SAW CUT JOINTS IN CONCRETE OF ALL PAVEMENT TO PROVIDE A SMOOTH JOINT. LOCATIONS OF SAW CUT AS SHOWN ON PLANS OR AS DIRECTED IN THE FIELD BY PROJECT ENGINEER IF ADDITIONAL REMOVAL IS NEEDED.
 12. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 13. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 14. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 15. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 16. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 17. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 18. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 19. REMOVE EXISTING SIDEWALK AND SIDEWALK.
 20. REMOVE EXISTING SIDEWALK AND SIDEWALK.



DIG ALERT
 CALL TOLL FREE
 1-800-227-2600
 AT LEAST TWO DAYS
 BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE	BY	REVISION



PERRIS HIGH SCHOOL
 REVIEWED BY: _____ DATE: _____
 CIVIL ENGINEER
 APPROVAL RECOMMENDED BY: _____ DATE: _____
 CIVIL ENGINEER

TRI LAKE CONSULTANTS, INC.
 24 S. D ST. SUITE 100
 PERRIS, CA 92570
 951-943-8504

SCALE: AS SHOWN
 BENCHMARK

CITY OF PERRIS

**PERRIS BOULEVARD
 CITY & NUEVO ROAD**

SHEET NO. 1
 OF 1 SHEETS
 DATE: 08/20/2023
 BY: JAC/JLS

EXHIBIT C

License Area

[ATTACHED]