

MEMORANDUM OF UNDERSTANDING
BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT
AND THE CITY OF SAN BERNARDINO FOR A
SCHOOL RESOURCE OFFICER (SRO) AT
RIALTO HIGH SCHOOL

I

Pursuant to discussions between the parties, the City of San Bernardino, through the San Bernardino Police Department (SBPD), shall provide a part-time police officer as a School Resource Officer (SRO) at Rialto High School in the City of San Bernardino for three (3) years.

II

The term of this Agreement is three (3) years commencing July 1, 2018, and ending June 30, 2021. The duration of the officer's assignment shall be three years.

III

The SRO shall at all times be subject to the directives and supervision of the SBPD and shall be responsible for serving as a liaison between students, faculty, administration, parents and law enforcement in furtherance of good and meaningful youth, community, school, and police understanding.

IV

The SRO shall be responsible for all law enforcement duties arising on and in the vicinity of the Rialto High School which fall within the course and scope of a police officer's duties. The officer shall be engaged in a wide variety of activities determined to meet the collective goals of the Rialto Unified School District and the San Bernardino Police Department, as well as the general community, that being, to provide a safe and healthy educational environment. Such duties/activities shall include, but shall not be limited to, assisting administrators and school staff members with discipline/criminal matters, conflict resolution, gang issues, attendance (truancy) issues, safety procedures, trespassers, parent complaints, and/or inquiries.

V

The City of San Bernardino shall defend, indemnify, and hold harmless, the Rialto Unified School District, their respective agencies, officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for inquiries or damages arising out of the performance of this agreement, but on in portion to, and to the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligent or intentional acts or omissions of the SBPD, its officers, agents or employees.

VI .

The Rialto Unified School District shall defend, indemnify, and hold harmless, the City of San Bernardino, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injuries or damage arising out of the performance of this agreement, but only in proportion to, and the extent such liability, loss, expense, attorney's fees, or claims for injuries or damages are caused by, or are the result of, the negligence or intentional acts or omissions of the Rialto Unified School District. Said sums shall include, in the event of legal action, court costs, expense of litigation and reasonable attorney's fees. The costs, salary and expenses of the City Attorney and members of his staff in enforcing this agreement on behalf of the City shall be considered as "attorney's fees" for purposes of this paragraph.

VII

Either party to this MOU may terminate the agreement at any time or for any reason provided written notice of such intent to terminate is submitted not less than thirty (30) days prior to the effective date of termination.

VIII

All notice as referenced herein, or as may be given by one party to the other, shall be made in writing and shall be deemed effective when deposited in the United States mail, certified with postage prepaid and addressed as herein provided.

NOTICE TO SBPD:

City of San Bernardino Police Department
Attn: Chief of Police
710 N. D Street
San Bernardino, CA 92401

NOTICE TO RUSO:

Rialto Unified School District
Attn: District Superintendent
182 East Walnut Avenue
Rialto, CA 92376

IX

One (1) San Bernardino Police Department Officer will serve as a School Resource Officer (20 hours per week) 100% funded salary and benefits to include any negotiated police officer salaries and benefits each year by the Rialto Unified School District. Any overtime expenditures that are directly related to the Rialto High School activities will be calculated at 1.5 times the officer's hourly salary and will be paid by the Rialto Unified School District.

X


The City of San Bernardino shall invoice (bill) the Rialto Unified School District on a quarterly basis (itemized by the month) commencing at the end of the first quarter following the effective date of this agreement.

XI


No amendment to this agreement shall be made except by written agreement duly signed and authorized by the parties. Nothing, however, shall preclude the execution of this agreement in counterparts.

Agreed on this 2nd day of July 2018.

FOR THE CITY OF SAN BERNARDINO:


Andrea M. Miller, City Manager

FOR THE RIALTO UNIFIED SCHOOL DISTRICT:


Mohammad Z. Islam, Associate Superintendent
10-2-18

Approved as to form:

Gary D. Saenz, City Attorney

By: 