

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN BERNARDINO
AND
RIALTO UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding ("Agreement") is made and entered into as of March 5, 2025, by and between the City of San Bernardino (a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401) ("City") and Rialto Unified School District (a nationally recognized school district with its principal place of business at 182 East Walnut Avenue, Rialto, California 92376-3530) ("District"). City and District are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS

A. District is in need of a full-time School Resource Officer ("SRO") at Rialto High School (located at 595 South Eucalyptus Avenue, Rialto, California 92376)("School") to perform special services, provide collaborative educational support that will help build and sustain a positive school culture, and ensure a safer school climate for the District's community; and

B. The City's Police Department ("PD") has the necessary qualifications to provide such services; and

C. The City's Mayor and City Council ratified previous Agreements for a period of three (3) years (October 22, 1997; October 4, 2000; July 1, 2003; June 21, 2006; March 23, 2015; and July 2, 2018) for the PD to provide an SRO at the School; and

D. The Parties desire to formalize the terms and conditions under which the PD will provide the SRO services described herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Scope of Services. City shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference.

3. Compensation. District shall pay for such services in accordance with the Scope of Services set forth in Exhibit "A". City will submit invoices to District for payment. Said invoice shall be based on the total of all City's services which have been completed. District shall pay City's invoice within thirty (30) calendar days from the date District receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion.

4. Term. This Agreement shall commence on the Effective Date and continue for three (years) through June 30, 2028, unless the Agreement is previously terminated as provided for herein (“Term”).

5. Delays in Performance

a. Neither Party shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the City’s performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including without limitation unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics, or quarantine restrictions. “Orders of governmental authorities” includes ordinances, emergency proclamations and orders, and rules to protect the public health, welfare, and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall (within a reasonable time of being prevented from performing) give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle City to any additional compensation regardless of the Party responsible for the delay.

6. Independent Contractor. The Parties enter into this Agreement as independent contractors and not as employees of one another. Neither Party shall have power or authority by this Agreement to bind the other in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by one Party are employees, agents, contractors, or subcontractors of that Party and not of the other Party. Except as explicitly set forth herein, neither Party shall be obligated in any way to pay any wage claims or other claims made against the other Party by any such employees, agents, contractors, or subcontractors or any other person resulting from performance of this Agreement.

7. Indemnification. To the fullest extent permitted by law, District shall defend (with counsel reasonably approved by the City), indemnify, and hold the City (its elected and appointed officials, officers, employees, agents, and authorized volunteers) free and harmless from any and all claims (demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind in law or equity to property or persons including wrongful death (“Claims”)) in any manner arising out of, pertaining to, or incident to any alleged acts (errors, omissions, or willful misconduct) of District (its officials, officers, employees, subcontractors, consultants, or agents) in connection with the performance of the City’s services, the Project, or this Agreement (including without limitation the payment of all damages, expert witness fees, attorneys’ fees, and other related costs and expenses). This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. District's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City (the City Council, members

of the City Council, its employees, or authorized volunteers). District's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

8. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

9. Termination. Either Party has the right to terminate any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to the other Party. District shall pay City the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the Parties of the portion of such task completed but not paid prior to said termination.

10. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office (certified mail, return receipt requested, postage prepaid, addressed to the following addresses) and shall be effective upon receipt thereof:

CITY:

City of San Bernardino
710 North D Street
San Bernardino, CA 92401
Attn: Chief of Police

DISTRICT:

Rialto Unified School District
182 E Walnut Avenue
Rialto, CA 92376
Attn: Diane Romo, Lead
Business Services Agent

11. Interpretation. Subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only, and they shall not affect construction or interpretation of any of its provision(s). The Parties agree that this Agreement shall be given a fair interpretation, and no ambiguity is to be construed in favor or against either Party.

12. Cooperation. The Parties agree to cooperate fully and execute any and all supplementary documents, and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

13. Counterparts. This Agreement may be signed in counterparts each of which constitutes one and the same instrument, and shall be binding and enforceable as if all the Parties have executed the same copy hereof.

14. Assignment. The Parties represent and warrant that the Parties that they have not assigned or otherwise transferred any interest in any claims which are the subject matter hereof. The Parties agree to indemnify and hold the other Party harmless

from any liability, loss, claims, demands, damages, costs, and expenses for attorney's fees incurred by any of them as a result of any person asserting such assignment of transfer.

15. Authority to Execute. The Parties represent and warrant that it has all due authority necessary to execute this Agreement; that it has the right, power, legal capacity, and authority to enter into and perform the obligations under this Agreement; and that no further approval or consent of any person or entity is necessary for it to enter into and perform such obligations.

16. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with and governed by the laws of the State of California. Any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Riverside County, California.

17. Entire Agreement. This Agreement constitutes the entire Agreement and understanding among the Parties with respect to its subject matter, and supersedes all prior and contemporaneous oral and written agreements and understandings relating to its subject matter.

18. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or enforceable, said provision shall be deemed severed and deleted; and neither such provision, its severance, nor deletion shall affect the validity of the remaining portions of this Agreement.

19. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and signed by the Parties.

20. Counterparts and Photocopy/Facsimile. The Parties may sign counterparts of this agreement, and the counterparts taken together shall constitute a single agreement. The Parties may provide their signatures by facsimile, portable document format, or other electronic means. A photocopy or facsimile copy of this fully executed Agreement may be used in lieu of the original executed copy for all purposes and shall be binding on the parties hereto as though an original executed Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN BERNARDINO
AND
RIALTO UNIFIED SCHOOL DISTRICT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN BERNARDINO

RIALTO UNIFIED SCHOOL DISTRICT

APPROVED BY:

Bill Gallardo
City Manager

Signature

Name

ATTESTED BY:

Genoveva Rocha
City Clerk

Title

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1. Working Hours. The City of San Bernardino ("City") Police Department ("PD") shall provide the Rialto Unified School District ("District") one (1) School Resource Officer ("SRO") who will generally work from 0700-1700, Tuesday through Friday, during the duration of the terms set forth in the memorandum of understanding ("MOU").

a. Unless previously agreed upon, the SRO will not work weekends, school holidays, or special events.

b. The City reserves the sole right to choose and designate its police officer, and to reassign and re-designate an officer to provide SRO services as it determines in its sole discretion.

2. Duties. The SRO shall be responsible for law enforcement duties arising on and adjacent to the Rialto High School campus ("School"). The SRO's duties and expectations shall include (but shall not be limited to) participating in additional professional development that will assist with their becoming better acclimated to the School's social learning environment by focusing on and completing the following training courses:

a. Restorative Practice Training

b. Introduction to Positive Behavior Intervention and Support Framework

c. National Curriculum Training Institute Coursework

d. Anger Management

e. Drug and Alcohol Prevention

f. Truancy Prevention

g. Social Skills & Character Development (Real Colors)

3. Additional Responsibilities. The SRO shall be responsible for facilitating and collaborating in School and community-based workshops and forums for students, staff, and families (focusing on bullying and violence prevention, drug trends and awareness, and the dangers of social media).

a. The SRO shall be expected to advise individual school administrators and school staff on conflict resolutions, gang issues, attendance (truancy) issues, trespassers, parent complaints, criminal matters, and other concerns consistent with the goals and objectives of the City and District.

b. The SRO shall not be used for disciplinary matters that fall under the purview of the District, and outside the scope and responsibilities of the SRO.

c. The SRO may respond and lend assistance, consistent with the above listed duties, at any District facility within the PD's jurisdiction.

5. Compensation. The SRO services for Rialto Unified School District will occur from March 1, 2025, to June 30, 2028. The District agrees to fund the fully burdened rate of one (1) full-time sworn police officer. The cost would be approximately six hundred thirty-six thousand three hundred fifteen dollars (\$636,315) for the term of the MOU (to include salary, benefits, and any overtime expenses incurred, i.e. student athletic events) as reflected in the following chart:

Police Officer			
Term	Hourly Rate (with benefits)	Overtime Hourly Rate (w/out benefits)	Fully Burdened Rate
March 1, 2025 – June 30, 2025	90.47	89.41	47,041.80
July 1, 2025 – June 30, 2026	92.49	91.82	192,378.26
July 1, 2026 – June 30, 2027	94.57	94.30	196,702.84
July 1, 2027 – June 30, 2028	96.25	96.85	200,194.35

Additionally, any expenses related to training, specifically identified in Exhibit "A," of this Agreement, will be funded by the Rialto Unified School District.

5. Information Sharing. It is understood the sharing of information is limited to Federal or state laws that govern the collection, use, and dissemination of student records to include the following: (a) Federal privacy laws, including the Federal Rights and Privacy Act of 1974; (b) Health Insurance Portability and Accountability Act of 1996; and (c) civil rights and other laws must be considered when developing plans for Criminal Justice Information Systems, and/or sharing that involves personally identifiable information from student education records.

6. Safety. The City and District must balance safety interests and student privacy interests. All information sharing should be based upon the Family Educational Rights and Privacy Act ("FERPA"), and California laws that govern the release of records. FERPA does contain exceptions to the general consent requirement, including the "health or safety emergency exception". Disclosures based on the exception must be documented in the student's education records to memorialize the emergency that formed the basis for the disclosure.

7. Supervision of SROs. The SRO will report directly to the Western District Commander or designee, within the City's PD. The SRO will not report to any District personnel or receive any instruction or direction on any matter. Performance concerns regarding the SRO will be communicated from the District's Lead Agent of Expanded Learning and Safety Innovation directly to the PD. The SRO shall remain an employee of City providing the services set forth in this MOU and shall not be considered an agent, employee, or officer of the District.