

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
THE MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

This Agreement ("Agreement"), made this 1st, day of July, 2025, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and the MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, a school district, duly organized and existing under and by virtue of the laws of the State of California ("DISTRICT"), with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. DISTRICT is a school district, formed and existing pursuant to the provisions of the California Education Code.

C. DISTRICT is desirous of contracting with the CITY for School Resource Officer services, including counseling, gang suppression, truancy prevention, police presence for high school and middle school activities, and teaching law enforcement-related subjects.

D. CITY, through its Police Department, has special knowledge, experience and facilities for providing the above services.

E. DISTRICT now desires to obtain the above services from CITY, and CITY is willing to provide the services pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF THE CITY

1.1 School Resource Officers. CITY shall provide six (6) Murrieta Police Officers who will be assigned to provide SRO services to the DISTRICT. The duties of the SRO, which may be adjusted from time to time as agreed upon in writing by DISTRICT and CITY, include but are not limited to the following. Any additional services authorized by the parties shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 17.

1.1.1 Multiple SROs Absent from Work. Parties agree to collaborate to ensure that the SRO coverage will be moved to prioritize coverage pursuant to the District's needs.

1.2 Counseling Services.

1.2.1 Provide assistance to school principals in counseling and disciplinary matters.

1.2.2 Provide advice and training to school staff and teachers regarding school safety matters, including, but not limited to, gangs, narcotics, violence, diversity, and student unrest.

1.2.3 Provide advice on school policy and procedure regarding all school safety matters.

1.3 Truancy Prevention.

1.3.1 Proactive foot patrols in and around school property.

1.3.2 Serve as a liaison to the general public.

1.4 Educational Instruction.

1.4.1 Serve as a guest speaker on law enforcement issues.

1.4.2 Provide law enforcement perspective to Driver's Education Program or any other education program, as requested by the DISTRICT.

1.4.3 Provide supplemental instruction to Civics and American Government classes and Health classes, or other classes, as requested by the DISTRICT.

1.4.4 Assist with parent training regarding, but not limited to, gangs, violence, diversity, alcohol, tobacco, and other drugs, student safety, parents on patrol, child safety strategies, and internet safety.

1.5 Police Activities.

1.5.1 Assist with providing police services for school activities during normal school hours.

1.5.2 Coordinate police responses to schools through direct radio or telephone communication with the CITY's Police Department.

1.6 Resource to the Student Attendance Review Board ("SARB").

1.6.1 Serve as a resource to the SARB.

1.6.2 Assist the DISTRICT's efforts to improve student attendance.

1.7 Work Days. Work days for the SRO services described in Section 1.1 above shall be Monday through Friday, and the work hours shall span an eight (8) hour period aligned with when the school is in session and when students are attending class. Any work required after normal work hours will be paid at the usual one and a half (1 ½) hours overtime rate. The work schedule of the SRO shall be prepared by the Police Chief of the CITY with consultation from the DISTRICT.

1.8 On-Call. The assigned SRO Sergeant shall be available to evaluate and coordinate a response 24 hours per day during this period for any school DISTRICT related incidents requiring law enforcement assistance, investigation, or coordination with school officials.

1.9 After-Hours Police Services. Where necessary and at the request of the DISTRICT, CITY will provide a minimum of two (2) sworn officers on an overtime basis for those activities which require extra police presence and are held after normal SRO working hours. All personnel and overtime costs associated with providing police presence for after-school activities shall be the responsibility of the DISTRICT, in accordance with Section 5.

1.10 Services Funded by Grant. In the event that any part of this Agreement is funded by a grant, the SRO's services may include activities that are required by any grant used as a funding source by either the DISTRICT or the CITY, such as violence reduction or crime prevention.

2. RESPONSIBILITIES OF THE DISTRICT

2.1 Office Space. DISTRICT shall make available, at the school(s) where the SRO is assigned, office space that will be sufficient for the effective and efficient operations of the SRO. The DISTRICT will consult with the individual SROs with respect to the appropriate location of such office space.

2.2 Equipment. DISTRICT shall provide one (1) personal computer per officer in the office of the SRO, access to a secure printer, and school communication equipment, as needed.

2.3 Instruction. To the extent an SRO provides any educational instruction, the DISTRICT is solely responsible for making sure that the provisions of the Education Code of the State of California and any other applicable laws are complied with in the provision of such educational instruction.

2.4 Student Support. The MVUSD office of Student Support will be solely responsible for SRO extra duty requests and providing event schedules to the CITY. All SRO extra duty requests coming from the school sites will first be vetted by the Student Support Division.

3. ADMINISTRATION OF AGREEMENT

3.1 CITY appoints its City Manager, or his/her designee, to administer CITY's rights under this Agreement.

3.2 DISTRICT appoints its Superintendent, or his/her designee, to administer the DISTRICT's rights under this Agreement.

3.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	City Manager
Address:	City of Murrieta One Town Square Murrieta, CA 92562
Phone:	(951) 461-6065
Facsimile:	(951) 461-6049

For DISTRICT:	Superintendent
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DISTRICT: Murrieta Valley Unified School District
Address: 41870 McAlby Ct.
Murrieta, CA 92562
Phone: (951) 696-1600
Facsimile: (951) 304-1540

4. TERM

The term of this Agreement shall be from July 1, 2025, until June 30, 2028.

5. PAYMENT TO CONSULTANT

5.1 Consideration for SRO Services. In consideration of the services to be performed by CITY for the DISTRICT as set forth in Section 1.1, the DISTRICT agrees to pay CITY for one-half (1/2) of the fully-burdened personnel cost for six (6) of the SROs provided to the DISTRICT by the CITY. The personnel cost of each SRO shall be determined by their current salary and benefits, including their overtime compensation and accrued compensation time not associated with police presence for school activities held after normal SRO working hours. Additionally, DISTRICT agrees to pay for one-half (1/2) of any extraordinary equipment or material costs that are required to perform SRO duty assignments. Any extraordinary costs shall not include the costs of obtaining or operating a motor vehicle (which shall be borne solely by the CITY) and, should extraordinary costs materialize, they shall be limited to an aggregate of \$2,500 per officer per year.

5.2 Consideration for After-Hours Police Services. In consideration of the services to be performed by CITY for the DISTRICT as set forth in Section 1.9, the DISTRICT agrees to compensate the CITY at the overtime rate of one hundred forty-three dollars and eighty-two cents (\$143.82) an hour per officer, with such amounts to be paid within a reasonable time after the performance of the services and submission of an invoice to the DISTRICT by the CITY.

5.3 Consideration for In-Town vs. Out-of-Town Work. For prearranged after-hours services, the DISTRICT agrees to pay a minimum of two hours of service per officer. SRO report time in and out will be verified by both the DISTRICT's Executive Director of Student Support and the Lieutenant overseeing the SRO Unit. In-town after-hours billing will include event date, SRO call times, event end times, total hours worked, cost, and total. Time and pay will start and end 15 minutes prior to the event call time and end 15 minutes after the event end time. Out-of-town events will include travel time.

5.4 Consideration for On-Call Police Services. In consideration of the services to be performed by CITY for the DISTRICT as set forth in Section 1.8, the DISTRICT and CITY agree to equally share the cost of these additional services for the on-call SRO Sergeant for the term of this agreement.

6. ADDITIONAL SERVICES

6.1 If the DISTRICT desires any additional services ("Additional Services"), CITY may, upon written request by the DISTRICT, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the DISTRICT may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services, including costs by CITY and DISTRICT, CITY shall perform the Additional Services and DISTRICT will pay to CITY the cost of the Additional Services as

agreed in writing. All money due for Additional Services shall be supported by a detailed statement from the CITY showing the basis of said claims and certified by proper officers of the CITY.

6.2 Payments. Payment of CITY's fees shall be made in accordance with DISTRICT's normal schedule for issuance of checks.

7. STATUS OF PARTIES

7.1 It is understood and agreed that both parties are interested only in the results obtained from service hereunder and that neither party, nor their employees, agents, and representatives shall be deemed an employee of the other party for any purpose.

7.2 Employee Benefits. It is expressly understood and agreed that the employees, agents, and representatives of each party shall in no event be entitled to any benefits to which the other party's employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

7.3 Workers' Compensation Insurance. Both parties agree to procure and maintain in full force and effect Workers' Compensation Insurance covering their employees and agents while these persons are participating in the activities hereunder, as provided in Section 7.1.2 of this Agreement.

8. INSURANCE

Both parties shall, through the duration of this Agreement, maintain insurance coverage as required by this Section 7.

8.1 Types of Insurance. At all times during the term of this Agreement, each party shall maintain insurance coverage as follows:

8.1.1 General Liability. Comprehensive general liability and property damage insurance, or the equivalent through a self-insurance pool, covering all operations of each entity, its agents, and employees, including, but not limited to, premises and automobile insurance, with minimum coverage of Two Million Dollars (\$2,000,000) combined single limits.

8.1.2 Workers' Compensation. For all of each party's employees who are subject to this Agreement and to the extent required by applicable state or federal law, both parties shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, with a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage.

8.2 Insurer Requirements. All insurance required by the express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide and are licensed to do business in the State of California. The parties will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

8.3 Deductibles. All deductibles on any policy shall be the responsibility of the party carrying the insurance.

8.4 Indemnity Not Limited by Insurance. Each party's liabilities, including, but not limited to, the indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 3 above.

10. TERMINATION

10.1 Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

10.2 If the Agreement is terminated as provided in this Section, CITY shall be entitled to receive compensation for any services provided up to the receipt by CITY of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for services provided between the receipt of notice of termination and the effective date of termination pursuant to a specific request by DISTRICT for the performance of such services.

11. DEFENSE AND INDEMNIFICATION

Each party shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by the other party) and indemnify the other party, its governing body, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the services provided by CITY under this Agreement and which arise either directly or indirectly from any negligent or wrongful act or omission by the indemnifying party, its officers, employees, representatives, contractors, or agents. Neither party shall have an obligation, however, to defend or indemnify the other party if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the other party. This section 10, shall survive any termination or expiration of the Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS

Both parties agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to either party with regard to performance under this Agreement.

13. NONDISCRIMINATION IN EMPLOYMENT

Both parties agree that they will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, each party certifies and agrees that all persons employed by them will be treated equally and without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If either party finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which the non-violating party may determine to cancel, terminate, or suspend this Agreement. While each party reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that the other party has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by the non-violating party that the other party has violated the anti-discrimination provisions of this Agreement.

14. NON-WAIVER

The failure of either party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again constituting a violation of such term or condition.

15. SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

17. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies permitted by law.

18. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

19. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of

or related to this Agreement shall be brought exclusively in Riverside County.

20. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

21. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

22. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MURRIETA

MURRIETA VALLEY UNIFIED
SCHOOL DISTRICT

Cindy Warren, Mayor

Name/title of signatory [please print]

Signature

Attest:

Name/title of signatory [if necessary]

Cristal McDonald, City Clerk

Signature

Approved as to Form:

Tiffany Israel, City Attorney