

## AGREEMENT BETWEEN

THE CITY OF MURRIETA on behalf of MURRIETA  
FIRE & RESCUE AND  
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT FOR  
USE OF FACILITIES DURING EMERGENCIES

This Agreement ("Agreement") is made and entered into this 15<sup>th</sup> day of August 2023, by and between the City of Murrieta ("CITY"), on behalf of Murrieta Fire & Rescue ("MFR"), and the Murrieta Valley Unified School District ("SCHOOL DISTRICT") in Murrieta City, California, referred to herein individually as "Party," or collectively as the "Parties."

### 1. RECITALS.

**WHEREAS**, CITY has the responsibility to facilitate medical care for those injured or displaced by a disaster and provide mass care to the population if needed.

**WHEREAS**, CITY desires to establish mass care sites at SCHOOL DISTRICT's schools to provide medical care to persons injured and/or displaced by a disaster or in need of alternative care; and

**WHEREAS**, SCHOOL DISTRICT is required by law to include in its school safety plans disaster procedures that allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare, and SCHOOL DISTRICT desires to collaborate with the CITY by permitting the usage of certain facilities located on particular school campuses as described on **Exhibit A** hereto, hereinafter referred to as "FACILITY," which SCHOOL DISTRICT has identified as being most appropriate for the uses described herein.

**WHEREAS**, SCHOOL DISTRICT desires to utilize CITY PARKS to establish evacuation sites for schools and facilities.

**NOW THEREFORE**, the Parties hereby affirm the facts set forth in the recitals above and agree as follows:

### 1. UNDERSTANDING OF THE PARTIES

1.1. **PERSONNEL**. Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel unless otherwise described herein. Each Party is responsible for the supervision and management of its personnel.

1.2. **COMPENSATION**. The Parties acknowledge and agree no party shall be monetarily compensated under this Agreement unless reimbursement is available due to an emergency declaration or proclamation or it is a specific reimbursement stipulated in Section 13.B. If reimbursement is available, claims will be submitted through applicable procedures and subject to the applicable rules and regulations.

## 2. DEFINITIONS

- A. "ARC" refers to the American Red Cross.
- B. "CITY" Refers to the City of Murrieta, including its individual departments.
- C. "COUNTY" refers to the County of Riverside, including its Department of Public Social Services and its Emergency Management Department.
- D. "EOC" refers to the CITY's Emergency Operations Center, comprised of several departments that share in emergency preparedness, response, and recovery efforts.
- E. "EVACUATION" refers to the process of removing persons from a place to an alternate location.
- F. "FACILITY" and/or "FACILITIES" refers to the SCHOOL DISTRICT's building or buildings listed on **Exhibit A** that have been designated by the SCHOOL DISTRICT to be used on a temporary basis to provide MASS CARE AND SHELTER SERVICES or train for MASS CARE AND SHELTER SERVICES.
- G. "MASS CARE AND SHELTER SERVICES" refers to the provision under CITY's direction and authority of reception, food, shelter, and support services to humans in the event a disaster causes an evacuation and the need for said services to be provided to displaced residents of Riverside County at a FACILITY.
- H. "MFR" refers to Murrieta Fire & Rescue, a department of the CITY.
- I. "PARK" and/or "PARKS" refers to CITY-owned parks and the lavatory facilities associated with each location.
- J. "SCHOOL DISTRICT" refers to the Murrieta Valley Unified School District, including its employees, agents, representatives, subcontractors, and suppliers.
- K. "SHELTER MANAGER" refers to a designated official overseeing and managing the MASS CARE AND SHELTER SERVICES at a FACILITY.

## 3. DESCRIPTION OF SERVICES

This Agreement shall, upon CITY's request when a disaster declaration has been put in place by a local government authority, and if feasible (as determined by the SCHOOL DISTRICT), permit the CITY to use one or more FACILITIES temporarily to provide MASS CARE AND SHELTER SERVICES. CITY and SCHOOL DISTRICT shall also agree on dates and times to permit CITY to use FACILITIES to train for MASS CARE AND SHELTER SERVICES when no disaster declaration is pending. The provisions of this Agreement related to CITY use of the FACILITIES shall only apply when the CITY uses the FACILITIES to train for MASS CARE AND SHELTER SERVICES or when a CITY official or individual designated by the CITY is the SHELTER MANAGER and is overseeing and managing the MASS CARE AND SHELTER SERVICES at the FACILITIES during an emergency. If the American Red Cross or the COUNTY oversees and

manages the MASS CARE AND SHELTER SERVICES at the FACILITIES, this Agreement shall not apply and instead, SCHOOL DISTRICT's agreement with ARC or COUNTY shall apply. CITY shall not be liable for any acts or omissions of ARC or the COUNTY.

This Agreement is made in accordance with the laws of the State of California, including Health and Safety Code sections 34070-34082 and Education Code Section 32282(a)(2)(B)(ii), which provides the SCHOOL DISTRICT's disaster procedures shall include "[e]stablishing a procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The SCHOOL DISTRICT or county office of education shall cooperate with the public agency in furnishing and maintaining the services as the school district or county office of education may deem necessary to meet the needs of the community."

Additionally, this agreement shall ensure the SCHOOL DISTRICT has access to CITY PARKS for use during an EVACUATION of any one of the schools. The SCHOOL DISTRICT understands that the PARKS may also be utilized by the CITY or COUNTY during an emergency, and an alternate evacuation location by the SCHOOL DISTRICT may have to be assumed.

The Parties acknowledge and agree this Agreement in no way restricts the Parties from participating in any activity with other public, nonprofit or private agencies, organizations or individuals. By signing this Agreement, each Party is evidencing its intent to comply with the provisions contained in this Agreement. The actions detailed in this Agreement are to be incorporated into each Party's Emergency Operations Plans (EOP).

The Parties acknowledge and agree that in partial consideration for providing the FACILITIES to the CITY in times of emergency, MFR will continue to conduct mandated yearly fire inspections for the SCHOOL DISTRICT at no charge.

#### 4. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 06, 2028.

#### 5. CONFIDENTIALITY

A. The CITY and SCHOOL DISTRICT shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving MASS CARE AND SHELTER SERVICES pursuant to this Agreement. The SCHOOL DISTRICT shall not use such information for any purpose other than carrying out the SCHOOL DISTRICT's obligations under this Agreement. Both Parties also agree to protect from unauthorized disclosure the names and other identifying student information it may discover or possess during periods of MASS CARE AND SHELTER SERVICES or a school EVACUATION.

B. Both parties shall promptly transmit to the other all third-party requests to disclose such identifying information. Neither Party shall disclose, except as otherwise specifically permitted by this Agreement, required by law, or authorized in advance, any such information to anyone other than CITY the other Party. For purposes of this paragraph, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars of the individual, such as fingerprints, a voiceprint, or a photograph.

6. HOLD HARMLESS

Both parties to this Agreement agree to hold each other harmless against any and all claims for injury to a person or damage to property arising from the use of the FACILITIES or PARKS as stated herein, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

7. INSURANCE

A. CITY and SCHOOL DISTRICT are each responsible for their own insurance and will maintain appropriate coverage and will add each other as additional insured for their respective activities under this Agreement with minimum coverage as follows:

- Workers' Compensation: Statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident.
- Commercial General Liability: Policy's limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. CITY is self-insured and will provide a letter regarding additional insured status for SCHOOL DISTRICT. SCHOOL DISTRICT shall provide endorsement to name CITY as additional insured.
- Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then the parties shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

8. DISASTER FINANCIAL ASSISTANCE

Because this Agreement is being entered into for the provision of food, shelter, and support services in the event a disaster causes an evacuation and the need for said services to be provided to displaced residents of Riverside County, CITY may seek County, State, and/or federal financial assistance for this Agreement. Therefore, the parties shall comply with the terms and conditions set forth in Federal Contract Provisions and Orders of Local, State, or Federal Health Officials.

9. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by the authorized representatives of both parties.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

## 11. SCOPE OF SERVICES

### A. OPERATIONAL MANAGEMENT

1. The CITY and SCHOOL DISTRICT shall identify liaisons to facilitate use of FACILITY or PARK requests. The liaisons will make themselves available 24 hours a day during activation and reply to all communications within a reasonable period of time.
2. For any given emergency or disaster that occurs during the Term, The CITY and SCHOOL DISTRICT shall mutually agree on which FACILITY (of those listed in Exhibit A) or PARK will be used, upon request by CITY or SCHOOL DISTRICT, for the MASS CARE AND SHELTER SERVICES or EVACUATION. The most suitable FACILITIES, such as high schools with showers, will be considered first. In addition, the most suitable PARKS with lavatories shall be considered first. However, nothing in this Section shall obligate SCHOOL DISTRICT to make any particular FACILITY from Exhibit A available for use during a specific emergency. Upon identification of a FACILITY to be occupied, CITY shall accept the FACILITY "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS" subject to applicable laws governing and regulating the use of the FACILITY.
3. The CITY and SCHOOL DISTRICT shall each have the sole discretion to determine which FACILITY or PARK will be used, upon request by CITY to use a FACILITY or SCHOOL DISTRICT to use a PARK, to train for the MASS CARE AND SHELTER SERVICES or EVACUATIONS.
4. Subject to agreement of the SCHOOL DISTRICT pursuant to Section 11.B and with reasonable controls thereon, upon activation of a FACILITY for MASS CARE AND SHELTER SERVICES, SCHOOL DISTRICT shall provide CITY with continuous and unimpeded access to the FACILITIES (including restrooms) for 24 hours a day while CITY is operating and managing the MASS CARE AND SHELTER SERVICES at the FACILITIES.
5. Upon activation of a PARK for EVACUATION, CITY shall provide SCHOOL DISTRICT with continuous and unimpeded access to the PARK (including restrooms) while the SCHOOL DISTRICT utilizes it for an EVACUATION site.
6. The CITY shall open the FACILITIES and operate and manage the MASS CARE AND SHELTER SERVICES at the FACILITIES for the duration of the emergency operations or until ARC or the COUNTY takes over the operations and management of the MASS CARE AND SHELTER SERVICES at the FACILITIES. CITY may transfer the shelter manager role to ARC or COUNTY if/when ARC or COUNTY has the capacity to manage the MASS CARE AND SHELTER SERVICES at the FACILITIES. Once ARC or COUNTY takes over as shelter manager, all legal and financial liability shall shift to ARC or COUNTY, and ARC or COUNTY shall be liable pursuant to the SCHOOL DISTRICT's agreement with ARC or COUNTY. This Agreement will no longer be applicable to those MASS CARE AND SHELTER SERVICES at the FACILITIES. The CITY will notify the SCHOOL DISTRICT

when the responsibility of the shelter manager is transferred. CITY shall not be liable for any acts or omissions of COUNTY or ARC.

7. The CITY may use either CITY personnel or other volunteers to staff and support the MASS CARE AND SHELTER SERVICES at the FACILITIES. CITY personnel or other volunteers assigned to staff and support the MASS CARE AND SHELTER SERVICES at the FACILITIES shall be trained to provide MASS CARE AND SHELTER SERVICES by either the CITY, COUNTY, or ARC. SCHOOL DISTRICT shall have no supervisory responsibility or duty to vet or confirm the qualifications of the personnel supplied by CITY for the provision of MASS CARE AND SHELTER SERVICES by CITY, including CITY personnel who are assigned to interact or care for children who otherwise would attend schools in the SCHOOL DISTRICT. CITY shall supervise all CITY personnel and volunteers to ensure that there is no interaction between such personnel and students attending school at a FACILITY during any emergency.
8. The CITY may provide security services if needed, which shall include reasonable controls on the flow of persons entering and leaving a FACILITY, but has no duty to do so. CITY shall coordinate with law enforcement regarding safety and security issues at the FACILITY.
9. For any given emergency or disaster that occurs during the Term, the SCHOOL DISTRICT shall identify eligible FACILITIES to be used and provide the 24-hour contact information for the appropriate liaison upon execution of this Agreement.
10. The CITY shall identify eligible PARKS to be used and provide the SCHOOL DISTRICT with contact information for the appropriate liaison upon execution of this Agreement.
11. If practical, the SCHOOL DISTRICT shall suspend its regular use of the FACILITY being used for MASS CARE AND SHELTER SERVICES during any period of emergency. If any of the areas within the FACILITY are unavailable due to construction or similar activities, the SCHOOL DISTRICT will make replacement space available to the CITY.
12. The CITY shall suspend its regular use of the PARK being used for EVACUATION. If any of the areas within the PARK are unavailable due to construction or similar activities, the CITY will assist in finding an alternate City of Murrieta PARK. If an alternate PARK is unavailable, the SCHOOL DISTRICT will be responsible for finding an alternate EVACUATION site.
13. The SCHOOL DISTRICT shall provide a facility coordinator to provide equipment or services for the FACILITY used for MASS CARE AND SHELTER SERVICES that include, but are not limited to, the following if available:
  - a. Protective floor coverings, if required
  - b. Tables
  - c. Chairs
  - d. Heating/cooling thermostat access and use instruction
  - e. Lighting control access and use instruction
  - f. Access to restrooms
  - g. Parking lot lighting
  - h. Generator, if available, with instructions for use

14. If available, the SCHOOL DISTRICT shall provide custodial resources, including but not limited to supplies and workers, to provide cleaning and sanitation services at the FACILITY being used for MASS CARE AND SHELTER SERVICES.
15. The CITY's Director of Community Services shall provide a park employee to provide access to the PARK and lavatories when the PARK is being utilized as an EVACUATION site.
16. The CITY shall provide custodial resources for the PARK lavatories in the form of cleaning and sanitation services and supplies when the PARK is being utilized as an EVACUATION site.
17. Upon request by the CITY, and only if such resources are available, which determination shall be made in the SCHOOL DISTRICT's sole discretion, the SCHOOL DISTRICT will make the food service resources of the FACILITY being used for MASS CARE AND SHELTER SERVICES, including food, supplies, equipment and food service workers, available to feed the individuals receiving MASS CARE AND SHELTER SERVICES. The facility coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the SHELTER MANAGER.
  - a. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation.
  - b. The Food Service Manager and SHELTER MANAGER will jointly conduct a preoccupancy inventory of the food and food service supplies in the FACILITY before the FACILITY is used for food service as part of MASS CARE AND SHELTER SERVICES.
  - c. When the CITY closes the FACILITY or turns over the shelter manager role to ARC or COUNTY, and food was served as part of MASS CARE AND SHELTER SERVICES, the SHELTER MANAGER and facility coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the CITY's time as SHELTER MANAGER at the FACILITY being used for MASS CARE AND SHELTER SERVICES.
18. Questions regarding shelter operation management shall be directed to the SHELTER MANAGER.
19. While the CITY is operating and managing MASS CARE AND SHELTER SERVICES at the FACILITIES, the facility coordinator shall report any damage incurred to the FACILITIES to the SHELTER MANAGER within 24 hours.
20. While the SCHOOL DISTRICT is operating an EVACUATION site at the PARK, the park coordinator shall report any damage incurred at the PARK to the SCHOOL DISTRICT within 24 hours.

## B. OPENING A FACILITY

1. The CITY shall notify the SCHOOL DISTRICT of the following:

- a. Date and time when the MASS CARE AND SHELTER SERVICES at the FACILITIES will begin.
  - b. SHELTER MANAGER's contact information for general shelter operations.
  - c. EOC Care & Shelter Branch Director contact information for instances in which preapproval is required for expenditures to be claimed in accordance with the Reimbursement section of this Agreement.
2. Prior to the FACILITY being used for MASS CARE AND SHELTER SERVICES, the CITY and the SCHOOL DISTRICT shall jointly conduct a pre-occupancy inspection of the FACILITY proposed for MASS CARE AND SHELTER SERVICES. CITY and SCHOOL DISTRICT shall make a determination during the pre-occupancy inspection regarding all SCHOOL DISTRICT personnel whose support is requested and for which CITY will provide reimbursement and the SCHOOL DISTRICT supplies and equipment for which reimbursement is approved. All terms and conditions for the use of a FACILITY shall be made prior to the opening of a FACILITY, notwithstanding any terms and conditions to the contrary in this Agreement.
  3. Both parties shall document any existing damage or conditions.
  4. The SCHOOL DISTRICT shall identify and secure all equipment the CITY should not use while providing MASS CARE AND SHELTER SERVICES at the FACILITY.
  5. The SCHOOL DISTRICT shall advise and post any restrictions related to parking or areas that are off-limits.

#### C. CLOSING A FACILITY

1. If the CITY has not turned over the shelter manager role to ARC or COUNTY, the CITY shall notify the SCHOOL DISTRICT of the date and time when the MASS CARE AND SHELTER SERVICES at the FACILITY are no longer required and will vacate the FACILITY on that date.
2. Before the CITY vacates the FACILITY or turns over the shelter manager role to ARC or COUNTY, the CITY, and the SCHOOL DISTRICT shall jointly conduct a post-occupancy inspection to record any damage or conditions. If SCHOOL DISTRICT served food, the CITY, and the SCHOOL DISTRICT shall also conduct a post-occupancy inventory of the food and supplies used during the time MASS CARE AND SHELTER SERVICES were provided at the FACILITY.
3. Should the SCHOOL DISTRICT request that the MASS CARE AND SHELTER SERVICES be relocated before the CITY vacates a FACILITY, upon mutual agreement, the CITY will relocate the MASS CARE AND SHELTER SERVICES within 48 hours of either the CITY or SCHOOL DISTRICT finding a suitable alternative FACILITY.

#### D. SIGNAGE AND PUBLICITY

1. The CITY may post signs identifying the FACILITY as a site of MASS CARE AND SHELTER SERVICES.

2. The CITY may use the SCHOOL DISTRICT's name and address to promote the FACILITY as a site of MASS CARE AND SHELTER SERVICES.
3. The SCHOOL DISTRICT shall not issue press releases or other publicity concerning the MASS CARE AND SHELTER SERVICES at the FACILITY without the express written consent of the CITY.
4. The SCHOOL DISTRICT shall refer all media questions about the MASS CARE AND SHELTER SERVICES at the FACILITY to the SHELTER MANAGER.

#### E. OPENING A PARK

1. The SCHOOL DISTRICT shall notify the CITY of the following:
  - a. Date and time when the EVACUATION at the PARK will begin.
  - b. Evacuation coordinator's contact information.
2. Prior to the PARK being used as an EVACUATION site, the CITY and SCHOOL DISTRICT shall jointly conduct an inspection of the PARK being used for an EVACUATION site. In an immediate emergency, this step may be forgone to ensure the public's safety.
3. Both parties shall document any existing damage or conditions if able to do so.
4. The CITY shall identify and secure all equipment or identify areas that the SCHOOL DISTRICT should not use while utilizing the PARK as an EVACUATION site.

#### F. CLOSING A PARK

1. The SCHOOL DISTRICT shall advise the CITY when the use of the PARK as an EVACUATION site is no longer needed. The SCHOOL DISTRICT shall vacate the PARK at such time.
2. Before the SCHOOL DISTRICT vacates the PARK and turns it back over to the CITY, the SCHOOL DISTRICT and the CITY shall jointly conduct a post-inspection to record any damages or conditions.
3. Should the CITY request that the EVACUATION site be relocated, the SCHOOL DISTRICT will be provided a timeframe to make arrangements to move to an alternate site.

### 13. FISCAL

#### A. FEES

No fees shall be charged to the CITY for using the FACILITIES for MASS CARE AND SHELTER SERVICES, including when using the FACILITIES to train for MASS CARE AND SHELTER SERVICES. No fees shall be charged to the SCHOOL DISTRICT for using PARKS for EVACUATION locations, including when training drills are performed.

## B. REIMBURSEMENT

1. The SCHOOL DISTRICT shall receive reimbursement for the following:
  - a. Reasonable, actual, and out-of-pocket costs associated with custodial services, food services, equipment, supplies, and utilities (water, gas, electricity, waste disposal, internet service) to the extent that the SCHOOL DISTRICT would not have incurred such costs but for the CITY's use of the FACILITIES for MASS CARE AND SHELTER SERVICES.
    - i. Any request for reimbursement of staff time must be accompanied by a list of the personnel with dates and hours worked, timesheets and payroll registers, queries, and/or other proof of payment documentation.
    - ii. Eligible supplies will be reimbursed by the CITY at cash value and must be accompanied by original invoices and proof of payment.
  - b. Loss, damage, or destruction of FACILITIES used for MASS CARE AND SHELTER SERVICES under this Agreement while the CITY is operating and managing the MASS CARE AND SHELTER SERVICES; however, no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear; (2) the fault or negligence of the SCHOOL DISTRICT or SCHOOL DISTRICT's agent(s); or (3) circumstances beyond the control of the CITY. The CITY shall restore the FACILITIES to the condition they were in immediately before the period in which the CITY used them for MASS CARE AND SHELTER SERVICES except for (1) ordinary wear and tear, (2) loss, damage, or destruction due to the fault or negligence of the SCHOOL DISTRICT or SCHOOL DISTRICT's agent(s), and (3) loss, damage, or destruction due to circumstances beyond the control of the CITY; restoration shall be performed to the extent reasonably practical. If the FACILITIES are not restored to the SCHOOL DISTRICT's satisfaction, claims for reasonable costs incurred by the SCHOOL DISTRICT to restore the FACILITIES to their prior condition and all other claims shall be submitted in accordance with the Notices section of this Agreement. Reimbursement of FACILITIES damage will be based on repair or replacement at actual cash value. The CITY is not responsible for damages caused by the disaster; however, the CITY will support the SCHOOL DISTRICT to apply for reimbursement from State or Federal programs, if available.
2. Any deployment of personnel, equipment, and other resources, in addition to what is agreed to during the pre-occupation inspection by the CITY and SCHOOL DISTRICT, which may result in reimbursement by the CITY, shall first be approved by the CITY's EOC Care & Shelter Branch Director in order for the expenditure to be claimed.
3. The SCHOOL DISTRICT shall submit invoices to the CITY within thirty (30) business days after the CITY operation and management of the MASS CARE AND SHELTER SERVICES at the FACILITIES' end. Any request for reimbursement must be accompanied by the CITY EOC Care & Shelter Branch Director pre-approval and other supporting documentation.

4. If the disaster is a State or Federally declared disaster, the SCHOOL DISTRICT shall work with the CITY and the appropriate emergency management agencies to seek reimbursement of eligible costs and expenses from the State and Federal agencies' programs, as applicable and available.

14. NOTICE.

Any notices required pursuant to this Agreement shall be sent to:

For CITY: Kim Summers, City Manager  
Address: City of Murrieta  
One Town Square  
Murrieta, CA 92562  
Phone: (951) 304-2489 x. 6002  
Email: ksummers@murrietaca.gov

For S. DISTRICT: Darren Daniel  
Address: Murrieta Valley Unified School District  
41870 McAlby Court  
Murrieta, CA 92562  
Phone: (951) 696-1600  
Email: [ddaniel@murrieta.k12.ca.us](mailto:ddaniel@murrieta.k12.ca.us)

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 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: CITY OF MURRIETA

SCHOOL DISTRICT: MURRIETA VALLEY  
UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Kim Summers, City Manager

By: \_\_\_\_\_  
Dr. Ward Andrus, Superintendent

Attest:

Attest:

\_\_\_\_\_  
Cristal McDonald, MMC, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Tiffany Israel, City Attorney

**EXHIBIT A**

**LIST OF FACILITIES**

**Alta Murrieta Elementary School  
39475 Whitewood Road  
Murrieta, CA 92563**

**Antelope Hills Elementary School  
36105 Murrieta Oaks Ave  
Murrieta, CA 92563**

**Avaxat Elementary School  
24300 Las Brisas Rd.  
Murrieta, CA 92563**

**Buchanan Elementary School  
40121 Torrey Pines Rd.  
Murrieta, CA 92563**

**Cole Canyon Elementary School  
23750 Via Alisol  
Murrieta, CA 92562**

**E Hale Curran Elementary School  
40855 Chaco Canyon Rd.  
Murrieta, CA 92562**

**Lisa J. Mails Elementary School  
35185 Briggs Road  
Murrieta, CA 92563**

**Monte Vista Elementary School  
37420 Via Mira Mosa  
Murrieta, CA 92563**

**Murrieta Elementary School  
24725 Adams Ave.  
Murrieta, CA 92562**

**Rail Ranch Elementary School  
25030 Via Santee  
Murrieta, CA 92563**

**Tovashal Elementary School  
23801 San Raphael  
Murrieta, CA 92562**

**Dorothy McElhinney Middle School  
35125 Briggs Rd.  
Murrieta, CA 92563**

**Shivela Middle School  
24515 Lincoln Ave.  
Murrieta, CA 92562**

**Thompson Middle School  
24040 Hayes Ave  
Murrieta, CA 92562**

**Warm Springs Middle School  
39245 Calle de Fortuna  
Murrieta, CA 92562**

**Murrieta Mesa High School  
24801 Monroe  
Murrieta, CA 92562**

**Murrieta Valley High School  
42200 Nighthawk Way  
Murrieta, CA 92562**

**Vista Murrieta High School  
28251 Clinton Keith Rd.  
Murrieta, Ca 92563**

**Murrieta Canyon Academy  
24150 Hayes Ave.  
Murrieta, CA 92562**

**Murrieta Summit  
41831 McAlby Court  
Murrieta, CA 92562**

**District Support Center  
41870 McAlby Court  
Murrieta, CA 92562**