

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDONDO BEACH
AND THE REDONDO BEACH UNIFIED SCHOOL DISTRICT
REGARDING THE AFTER-SCHOOL PROGRAM OPERATED
BY THE CITY OF REDONDO BEACH AT REDONDO BEACH UNIFIED SCHOOL SITES**

This Memorandum of Understanding (MOU), is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH ("CITY"), a municipal corporation and the REDONDO BEACH UNIFIED SCHOOL DISTRICT ("RBUSD") (collectively the "PARTIES" or, individually "PARTY").

WITNESSETH

WHEREAS, the After-School Program was developed after the RBUSD sought the assistance of CITY to provide an after-school childcare program to service the residents of Redondo Beach; and

WHEREAS, CITY has operated the After-School Program during the school year for over forty years; and

WHEREAS, RBUSD has permitted the After-School Program to be conducted on RBUSD sites; and

WHEREAS, the After-School Program provides a custodial after-school childcare service for the elementary students attending RBUSD; and

WHEREAS, on September 7, 2021, the CITY and RBUSD entered an MOU regarding the After-School Program which terms were almost identical to the instant MOU; and

WHEREAS, the CITY and RBUSD agree to continue their collaboration in the operation of the After-School Program on RBUSD sites; and

WHEREAS, CITY and RBUSD wish to continue this collaboration pursuant to the terms and conditions outlined in this MOU; and

WHEREAS, the PARTIES agree that each PARTY shall assume full and independent responsibility for ensuring its own compliance with the state and local law despite the collaborative approach of this MOU.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the CITY, and RBUSD and of the promises herein contained, it is hereby agreed as follows:

Section 1 Recitals. The recitals set forth above are fully incorporated herein and are part of this MOU.

Section 2 Purpose. The purpose of this MOU is to allow the CITY to operate a custodial After-School Program on certain RBUSD sites.

Section 3 Cooperation. CITY AND RBUSD shall cooperate with one another to attain the purpose of this MOU.

Section 4 RBUSD After-School Program Sites. CITY will continue to provide and operate the After-School Program at the RBUSD sites where it presently provides and operates the program.

These RBUSD School sites are:

Alta Vista , 815 Knob Hill Avenue	Beryl Heights , 920 Beryl Street
Birney , 1600 Green Lane	Jefferson , 600 Harkness Lane
Lincoln , 2223 Plant Avenue	Madison , 2200 MacKay Lane
Tulita , 1520 Prospect Avenue	Washington , 1100 Lilienthal Lane

Should either PARTY wish to add or remove the After-School Program at any RBUSD school site, such modification shall be agreed to by the PARTIES and an amendment shall be executed to this MOU.

Section 5 Term. The term of this MOU commences on August 15, 2022 and terminates on June 30, 2025.

Section 6. CITY Agrees:

- a. To provide to RBUSD proof that City staff working at the After-School Program on RBUSD sites have completed mandated reporter training.
- b. To provide a high level of service to children enrolled in the After-School Program.
- c. To remove RBUSD principals from the After-School Program's disciplinary matrix.
- d. To fully comply with the provisions of Education Code 45125.1 (fingerprint requirements).
- e. To the maximum extent provided by law, comply with any federal, state, county or local agency order regarding a declared pandemic.
- f. To be responsible for children enrolled in the After-School Program upon each child's check-in at the After-School Program and until the child is checked out of the After- School Program by a parent or adult individual authorized by the parent.
- g. The After-School Program will be open every school day during the regular school year.
- h. To compensate RBUSD in the amount of \$10,000.00 each school year for maintenance due to normal wear and tear of RBUSD's facilities. In the event of an act of God and/or declared national, state, county or local emergency which results in the cessation or suspension of performance under this MOU, the compensation for maintenance shall be prorated at a rate of \$909.09 per month. Compensation shall be sent to RBUSD by June 1st of each year at the address listed in Exhibit A to the attention of the Office of Administrative Services.
- i. Provide RBUSD site principals and Director of Student Services a list of the After-School Program Site Supervisors and Staff Names by September 1st of each year.

- j. Provide RBUSD site principals and Director of Student Services a list of students enrolled in the After-School Program quarterly
- k. Use best practices to maintain a 35:1 ratio of enrollees per Staff Member.
- l. Restrict Chromebook™ use unless during supervised homework time.

Section 7. RBUSD Agrees:

- a. To allow CITY to operate the After-School Program on the RBUSD sites listed in Section 4 of this MOU.
- b. To have the principals of each RBUSD site listed in Section 4 to meet with the CITY's After-School Program representative at least two times during the school year to address any issues with the program.
- c. To allow the CITY to continue to occupy the same classrooms and facilities for the duration of the school year on each RBUSD site for the After-School Program.
- d. To provide room partitions to maximize student capacity and participation in accordance with federal, state, county and/or local agency orders with respect to a declared health emergency.
- e. If the classrooms or facilities are not available due to a special event, the principal of the RBUSD site will provide a comparable indoor classrooms or facilities to operate the After-School Program. The principal shall provide at least two-day advance notice of the change to the After-School Program Coordinator.
- f. To allow the After-School Program to use the closest bathroom facilities to the classrooms or facilities that are being occupied for the After-School Program.
- g. To be solely responsible for the repair and maintenance of the playgrounds and playground equipment and all structures, including, but not limited to, all restrooms and classrooms at each RBUSD site.

Section 8. The PARTIES agree that each PARTY shall cooperate with one another by providing information regarding: 1) behavioral issues of children participating in the After-School Program, to the extent permitted by law, 2) on-campus safety issues (i.e. lock down), and 3) emergency contact information for facilities maintenance.

Section 9 Indemnification.

- a. To the fullest extent permitted by law, the CITY agrees to defend, indemnify, and hold harmless RBUSD from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, and losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, as well as attorney's fees, court costs, and any other costs incurred in relation to, as a consequence of, or arising out of the performance of the CITY's duties and responsibilities of this MOU. It is understood that the acts and omissions solely related to a child enrolled in the After-School Program for which the CITY agrees to indemnify, defend, and hold harmless RBUSD are only those which occur from the time that each such child is checked in at the

CITY's After-School Program and shall continue only until the child is checked out of the After-School Program by a designated individual.

- b. To the fullest extent permitted by law, RBUSD agrees to defend, indemnity, and hold harmless CITY from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, and losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, as well as attorney's fees, court costs, and any other costs incurred in relation to, as a consequence of, or arising out of the performance of RBUSD's duties and responsibilities in this MOU.

Section 10 Insurance.

- a. While it is acknowledged that the CITY is presently self-insured up to \$500,000.00, the CITY agrees to provide general liability insurance, insuring RBUSD against all claims and demands for bodily injury and property damage with respect to all services, duties, and responsibilities arising out of, or in connection with, the terms of this MOU.
- b. RBUSD agrees to provide general liability insurance, insuring CITY against all claims and demands for bodily injury and property damage with respect to all services, duties, and responsibilities arising out of, or in connection with, the terms of this MOU.
- c. The insurance provided by each party shall maintain limits (above each party's self-insured retention) of no less than \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and \$3,000,000.00 in the aggregate.

Section 11 Termination. This MOU may be canceled by the CITY, with or without cause, by delivering a Notice of Termination to RBUSD only at the conclusion of the first year of the Program (June 30, 2023). Termination shall be effective thirty days after the date of receipt of such notice by RBUSD. In the event of termination by the CITY, any prepaid amounts to RBUSD shall be prorated and refunded to the CITY. For proration, each day shall be the amount of \$30.30, which is \$909.09 divided by 30 days.

Section 12 General Provisions.

- a. Notices. Any notices or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit A. PARTIES shall promptly notify each other of any change of information. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (1) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (2) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit A.
- b. Administration. For the purpose of this MOU, the PARTIES hereby designate as their respective Party Representatives the persons named in Exhibit B. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on

behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

- c. Relationship to PARTIES. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligations, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.
- f. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. Assignment Prohibited. No PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- h. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- i. No Presumption in Drafting. The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or causing it to be prepared, shall not apply.
- j. Entire Agreement. This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether written or oral, with respect hereto.
- k. Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall be not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).
- l. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this MOU that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, labor strikes, natural catastrophes, governmental acts or omissions, changes in laws or regulations, fire, explosion; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this MOU.

- m. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- n. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representative and affixed as of the date of signature of the PARTIES.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF REDONDO BEACH

Date: _____

By: _____
William C. Brand
Mayor

ATTEST:

By: _____
Eleanor Manzano
City Clerk

APPROVED AS TO FORM

By: _____
Michael W. Webb
City Attorney

REDONDO BEACH UNIFIED SCHOOL DISTRICT

Date: _____

By: _____
David Witkin
Board President

ATTEST:

By: _____
Steven Keller, Ed.D.
Superintendent of Schools

APPROVED AS TO FORM

By: _____
Joseph D. Larsen
Counsel for RBUSD

EXHIBIT A

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277
Attention: City Manager

Redondo Beach Unified School District
1401 S. Inglewood Avenue
Redondo Beach, CA 90278
Attention: Office of Administrative Services

EXHIBIT B

FOR THE CITY:

City of Redondo Beach
Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Cameron Harding, Community Services Director

FOR RBUSD:

Redondo Beach Unified School District
1401 S. Inglewood Avenue
Redondo Beach, CA 90278
Attention: Anthony Taranto, Ed.D., Executive Director of Student Services, Redondo Beach
Unified School District