

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FONTANA UNIFIED SCHOOL DISTRICT
AND
THE CITY OF FONTANA**

Pursuant to the authority provided by the laws of the State of California, this Memorandum of Understanding (the "Agreement") is entered into by the Fontana Unified School District (FUSD) and the City of Fontana (City) (hereinafter "the parties") on this 20th day of July 2022.

WHEREAS, the City of Fontana is a municipal corporation (City) under the control of a city council and the Fontana Unified School District (District) is a school district under the control of a board of education;

WHEREAS, the City and the District agree that their respective Police Departments should be the subject of the within Agreement because it is in the best interest of their respective constituencies;

WHEREAS, it is in the interest of the citizens and the students of the City of Fontana that the Fontana Police Department (FPD) and the Fontana School Police Department (FSPD) (collectively "the Departments") cooperate to the fullest extent possible within their statutory obligations and responsibilities to provide efficient police services to the citizens and students of the City of Fontana;

WHEREAS, the Parties agree that it would be in the best interest of the citizens of the City of Fontana and in the furtherance of their respective goals of providing efficient and professional law enforcement services, for the FPD and FSPD to coordinate their respective law enforcement activities;

WHEREAS, it is the mutual desire of the Parties, to enhance, foster and continue the working relationship existing between their respective Police Departments;

WHEREAS, it is recognized that such coordinated activity will have the effect of delivering the most efficient and effective law enforcement services possible to the citizens of the City of Fontana, considering the current resources;

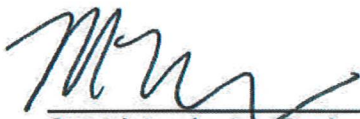
NOW THEREFORE, the Parties and their respective legislative bodies agree as follows:

1. The term "concurrent jurisdiction" shall mean those physical areas in which both the FSPD and FPD have jurisdiction within the City of Fontana limits.
2. The term "primary" is defined as first response for patrolling the buildings and property and responding to and handling of all incidents requiring police action in areas of concurrent jurisdiction.

3. Based on increased security concerns by homeland security and the Federal Every Student Succeeds Act, FPD, through its Chief of Police, hereby authorizes FSPD to exercise full police powers anywhere within the jurisdiction of the City of Fontana. The manner of providing assistance, as set forth in this Agreement, shall not affect the authority granted in matters involving fresh pursuit. Where FSPD acts outside its original jurisdictional limits, FSPD shall notify the head of the law enforcement agency with primary jurisdiction.
4. The FSPD shall have primary law enforcement responsibility in areas of concurrent jurisdiction for crimes/incidents occurring in their presence or reported to them, provided manpower/resources are available, with the exception of serious felonies as listed in California Penal Code Section 1192.7 and 1192.8.
5. Persons arrested in areas of concurrent jurisdiction will be processed in accordance with the General Orders of each named agency.
6. FSPD are authorized to transmit on the FPD radio frequency during joint operations/investigations, joint special details and emergencies/disaster situations.
7. Both FSPD and FPD will appear in court as necessary to testify in any matter resulting from the joint police action. An officer of either Department will appear and assist as a witness when necessary in any court proceeding.
8. All evidence will be collected, preserved, and presented to the Court by the Department with primary police responsibility and/or which has had the responsibility for investigating the incident.
9. The FSPD will secure and execute search and seizure and arrest warrants necessary to discharge their official duties in areas of concurrent jurisdiction. Warrants obtained by each Department will be served by that Department with the understanding that mutual aid may be required to accomplish the task in as safe a manner as possible.
10. In the event of serious injury or death, as a result of a crime, on school property, FPD will conduct initial and in-depth investigation as necessary.
11. The FPD Traffic Investigations Sections will investigate all accidents involving FSPD vehicles in areas of concurrent jurisdiction.
12. Both agencies shall communicate, as soon as possible, of any barricade situation, hostage situation or other unusual occurrences on FUSD properties.

13. FPD will continue to provide initial and/or in-service training to FSPD civilian and/or sworn personnel.
14. The Agreement shall not affect the responsibility of the FPD to patrol in areas where there are school properties, and to respond to 911 calls for service.
15. This Agreement shall remain in effect until canceled by either Party or amended by the Parties in writing.
16. Pursuant to Government Code sections 895.4 and 895.6, if either Party is held liable upon any judgement for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and pays in excess of its pro rata share in satisfaction of such judgement, such Party is entitled to contribution from the other Party to this Agreement. The pro rata share of each Party for purposes of this Section shall be determined according to the comparative fault of the respective Party(ies), as between them.
17. This Agreement constitutes the entire and full understanding between the Parties and neither Party shall be bound by any representation, statement, promise, or agreement not expressly set herein.
18. If any term, portion or provision of this Agreement is determined to be unlawful, it shall not affect the remaining terms, portions or provisions, which shall remain in full force and effect.

IN WITNESS THEREOF, the Parties have affixed their hand and seals this day and year above written.



Superintendent or Designee
Fontana Unified School District

Matt Ballantyne, City Manager
City of Fontana

Steven J. Griffin, Lieutenant/Interim Chief
Fontana School Police Department

William Green, Chief of Police
Fontana Police Department