

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is entered into by and between: The Mammoth Unified School District (MUSD), Kern Community College District on behalf of Cerro Coso Community College (CCCC), Mono County Office of Education (MCOE), and Mammoth Hospital (MH) regarding Shared Access and Cost Sharing for the FLOCK System.

Purpose

This Memorandum of Understanding (MOU) establishes the terms and conditions for shared access to and cost-sharing of the FLOCK system, a security and monitoring platform, specifically the Raven and Falcon. MUSD will manage the FLOCK system on behalf of all participating entities (MUSD, CCCC, MCOE, and MH) to ensure operational efficiency and equitable access.

Responsibilities of the Parties

1. MUSD will:

- Serve as the primary manager and administrator of the FLOCK system.
- Provide access credentials and training for authorized users from CCCC, MCOE, and MH.
- Ensure system maintenance, updates, and functionality.
- Act as the fiscal agent for invoicing and cost allocation.

2. CCCC, MCOE, and MH shall:

- Identify authorized personnel requiring access to the FLOCK system.
- Share data responsibly and adhere to privacy and security protocols.
- Ensure compliance with relevant policies regarding shared data use.
- Provide timely payments to MUSD as per the agreed cost-sharing model.

Cost-Sharing Agreement

1. The total cost of the FLOCK system, including implementation, will be equitably divided among the participating entities based on proportional use and agreement.
2. The allocation of costs will be as follows:
 - MUSD: 28.78%
 - CCCC: 13.67%
 - MCOE: 28.78%
 - MH: 28.78%

3. Cost breakdown:

Entity	Falcon	Raven	Total Cost
MUSD	\$3,316.67	\$3,000.00	\$6,316.67
MCOE	\$3,316.67	\$3,000.00	\$6,316.67
Mammoth Hospital	\$3,316.67	\$3,000.00	\$6,316.67
CCCC		\$3,000.00	\$3,000.00

4. MUSD will invoice each entity annually, with payments due within 30 days of receipt.

Access and Data Sharing

1. Access to the FLOCK system will be limited to authorized personnel designated by each participating entity.
2. Each entity agrees to:
 - Use the system solely for approved purposes.
 - Protect sensitive data and adhere to applicable privacy laws.
 - Notify MUSD of any issues or breaches related to system access.

Duration and Termination

1. This MOU will take effect on June 10, 2025 and remain in effect for a period of one (1) year.
2. Any party may withdraw from the agreement by providing 90 days' written notice. Withdrawal will not absolve the withdrawing entity of its financial obligations incurred prior to the effective termination date.

No Binding Arbitration

1. Nothing in this MOU shall be interpreted to require binding arbitration of any dispute arising under or related to this agreement. All parties retain their full rights to seek legal remedies in a court of competent jurisdiction.

Governing Law and Venue

1. This agreement shall be governed by the laws of the State of California.

Insurance Requirements

Each party shall obtain, pay for and maintain in effect during the Term of this Agreement or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "AVI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury, and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence;
- (iv) Cyber Liability insurance of not less than \$2,000,000; and
- (v) Worker's Compensation and State Disability insurance as required under law.

Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

Mutual Indemnification

1. Each Party to this Memorandum of Understanding (“MOU”) agrees to be responsible for its own acts, omissions, or negligence, and the results thereof, to the extent authorized by law, and shall not be responsible for the acts, omissions, or negligence of the other Party.
2. To the extent permitted by law, each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party, its governing board, officers, employees, agents, and volunteers (collectively, the “Indemnified Party”) from and against any and all claims, demands, damages, losses, liabilities, or expenses (including reasonable attorneys’ fees) caused by or arising out of any negligent or wrongful act, error, or omission of the Indemnifying Party in the performance of this MOU.
3. Nothing in this MOU shall be construed to waive any immunities or limitations of liability that either Party may have under applicable law, including but not limited to the California Tort Claims Act (Government Code § 810 et seq.).
4. This indemnification provision shall survive the termination or expiration of this MOU.

Amendments

This MOU may be amended with the written consent of all participating entities.

Signatures

By signing below, each entity agrees to the terms and conditions outlined in this MOU.

Mammoth Unified School District

Signature: _____

Name/Title: _____

Date: _____

Kern Community College District on behalf of Cerro Coso Community College

Signature: _____

Name/Title: _____

Date: _____

Mono County Office of Education

Signature: _____

Name/Title: _____

Date: _____

Mammoth Hospital

Signature: Mark Lind

Name/Title: Mark Lind Chief Operating Officer

Date: 9/29/2025