

**MEMORANDUM OF UNDERSTANDING BETWEEN COLTON JOINT UNIFIED
SCHOOL DISTRICT AND CITY OF FONTANA REGARDING CROSSING GUARDS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") between the Colton Joint Unified School District ("District") and the City of Fontana ("City") is effective on July 1, 2022 ("Effective Date"). The District and City may be referred to hereinafter as Parties.

WHEREAS, the District is a joint unified school district organized and operating under Education Code section 35000, et seq., in the counties of Riverside and San Bernardino, California; and

WHEREAS, City is a California municipal corporation organized and operating in San Bernardino County; and

WHEREAS, District has engaged and contracted with All City Management Services to provide school crossing guard services for District students, and District and City desire to jointly share in the costs of those services at certain locations in the District and within the City; and

NOW, THEREFORE, District and City agree as follows:

1. Agreement Binding. This MOU shall be binding upon the signing Parties and their respective heirs, executors, administrators, successors and assigns.

2. Choice of Law. This MOU shall be governed by and construed under California law. The laws of California shall prevail to the extent that there is any conflict between this MOU and any California law.

3. Program. Commencing in the 2022-2023 school year, the District will contract for three (3) persons as crossing guards at certain locations within the District and located within the City of Fontana, as designated in EXHIBIT A attached hereto and incorporated herein by this reference. The crossing guards shall provide service between the designated hours specified in EXHIBIT A.

4. Contracting of Crossing Guards. The District and City agree that the crossing guard services shall be performed by persons employed and supervised by "All City Management Services" ("ACMS") and that District is solely responsible for contracting with ACMS to provide those services. The Parties agree that the District shall not be deemed an employee of the City, and the City shall not be deemed an employee of the District. ACMS and its employees, agents, and contractors shall not be deemed employees of the District and shall not be employees of the City.

5. Crossing Guard Costs. The Parties hereto agree:

5.1 For the 2022-2023 school year, the District and the City shall split equally (50%) all costs associated with the crossing guard services provided within the City of Fontana, at the locations and for the amounts specified in EXHIBIT A.

5.2 The District shall be responsible for timely payment to ACMS of all costs and expenses incurred in connection with the crossing guard services. The District shall submit invoices to the City on a quarterly basis for reimbursement of City's agreed share of the costs. City shall promptly review the invoices and notify District in writing of any objections thereto. Absent District's receipt of a written objection within ten (10) days of City's receipt of the invoices, the invoices shall be deemed proper and acceptable, and shall be due and payable by City within thirty (30) days after receipt of the invoices.

5.3 The Parties understand and agree that the District may modify, reduce or terminate the contracting of crossing guards, if the City reduces, delays or terminates its financial obligations under this MOU.

5.4 The Parties also understand and agree that the District may modify, reduce or terminate the contracting of crossing guards if the District's funding is reduced, unless the City agrees, at City's sole discretion and upon written agreement of the Parties, to provide additional funding for the crossing guards to make up any funding shortfall.

6. Insurance. The District and City shall each carry adequate property damage and public liability insurance to cover the areas and activities set forth in this MOU. For the purposes of this MOU, either party may furnish insurance through a joint powers insurance authority.

7. Notice. Any notice required or permitted under this MOU shall be given in writing, and shall be deemed received as follows: when actually delivered, if sent by personal messenger; as of the date and time sent, if sent by facsimile; or when deposited in the mail, if sent by certified U.S. mail, postage prepaid. Notices shall be addressed as follows:

To District: Frank Miranda
Superintendent
Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324

To City: Matthew C. Ballantyne
City Manager
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

8. Term of Agreement. The term of this MOU shall commence on the Effective Date and shall terminate one (1) year from the Effective Date. The term may be extended for additional one (1) year terms (an "Additional Term"), for up to four (4) Additional Terms, upon the mutual agreement of the Parties. The Parties must give each other written notice of intent to extend this MOU at least thirty (30) days prior to the conclusion of the term and each Additional Term, as applicable.

9. Dispute Resolution. District and City agree that if any dispute or difference arises under this MOU, District and City representatives shall meet and confer with the objective of

resolving such dispute within seventy-two (72) hours of receipt of a written request of either Party, excluding Saturdays, Sundays, or national holidays. A Party's decision to terminate this MOU pursuant to Article 13, below, shall not constitute a dispute or difference for purposes of this Article.

10. Arbitration. If the Parties cannot resolve the dispute or difference to their mutual satisfaction pursuant to Article 9, above, within fourteen (14) days, or a longer period if both Parties agree in writing, the dispute or difference shall only be decided through binding arbitration in accordance with the current rules of the American Arbitration Association at the time of the dispute. No arbitration may include any person or party other than employees of the District, City, and any other person who is substantially involved in a common question of law or fact and whose presence is required to accord complete relief in the arbitration. The arbitrator's or arbitrators' award shall be final and judgment may be entered upon it in accordance with the applicable law in any court which has jurisdiction. A Party demanding arbitration shall file a demand notice with the other Party and the American Arbitration Association within a reasonable time. No Party may demand arbitration after the date which legal or equitable proceedings of such claim or dispute would be barred by the applicable statute of limitations. The Parties shall split the costs of any arbitration pursued under this MOU, and shall pay their own respective attorneys' fees.

11. Assignment. Neither Party shall sell, assign, or sublease its rights under this MOU without the prior written consent of the other Party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.

12. Default. The failure of any Party to comply with any term or condition or fulfillment of any obligation of this MOU within 30 days after written notice from the other Party, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within a 30-day period, the defaulting Party shall be deemed to have cured the default if it begins correction of the default within the 30-day period, and thereafter, proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13. Termination. District or City may terminate this MOU by delivering written notice of election to terminate at least 180 days prior to the expiration date of this MOU and any Additional Term. In the case of a default which is not cured pursuant to Article 12, above, the non-defaulting Party may terminate this MOU upon thirty (30) days' written notice.

14. Mutual Indemnification. District agrees to hold harmless, defend, and indemnify City against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including, but not limited to, where such injury, death, loss, or damage is solely due to the willful misconduct or omissions of District, its agents, servants, or employees.

City agrees to hold harmless, defend, and indemnify District against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, where such injury, death, loss, or damage is caused by or arises from solely City's willful misconduct or omissions of City, its agents, servants, or employees.

15. Entire Agreement. This MOU is fully integrated. District and City intend this MOU to be the final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions. This MOU shall supersede all oral or written, prior and contemporaneous agreements and understandings in connection with this MOU.

16. Amendment. This MOU may be amended only through mutual written agreement of the Parties.

17. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

THIS MEMORANDUM OF UNDERSTANDING is executed by the duly authorized representatives of District and City as of the date first herein above written.

APPROVED:

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: Frank Miranda, Superintendent

Date: _____

APPROVED BY THE BOARD OF EDUCATION FOR THE COLTON JOINT UNIFIED SCHOOL DISTRICT:

Date: _____

CITY OF FONTANA

By: Matthew C. Ballantyne, City Manager

Date: _____

APPROVED BY CITY COUNCIL OF THE CITY OF FONTANA

Date: _____

EXHIBIT A

	Monday	Tuesday	Wednesday	Thursday	Friday	Annual Cost
D'Arcy Elementary Village/Elm	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 12:15 p.m.-1:00 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	\$15,519
Jurupa Vista Elementary Village/Catawba	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 12:15 p.m.-1:00 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	\$15,519
Sycamore Hills Elementary Underwood/Volante	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 12:15 p.m.-1:00 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	6:50 a.m.-7:50 a.m. 1:40 p.m.-2:25 p.m.	\$15,519
Total						\$46,557

	50% of Costs
City of Fontana	\$23,279
Colton JUSD	\$23,279