

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND THE CITY OF SAN BERNARDINO**

This Memorandum of Understanding ("MOU") is entered into as of this 10 day of March, 2023 by and between the San Bernardino City Unified School District, a California school district ("SBCUSD"); and the City of San Bernardino, a municipal corporation and charter city ("City"). SBCUSD and City may be individually referred to as "Party" and collectively as the "Parties".

**RECITALS**

A. SBCUSD owns that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").

B. City has recently conducted an inspection of the bridge on Cross Street which connects Conejo Drive and N Fairfax Drive and has determined that bridge must be replaced.

C. The bridge replacement will result in a loss of road access for residents of Cross Street and North Fairfax Drive.

D. City desires to obtain temporary access, as defined below, across the Property for the purpose of providing alternate access for residents of Cross Street and North Fairfax Drive during construction of a new channel bridge ("Project").

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**TERMS**

1. Recitals. The Recitals states above are incorporated into and made part of this MOU for all purposes.

2. Grant of Temporary License SBCUSD hereby grants to City, its invitees, guests and contractors, a temporary and non-exclusive license for ingress and egress, construction and maintenance of an access road ("Access Road") upon, over, and across the Property ("Temporary Access Area") as described in Exhibit "A", attached hereto and incorporated herein by this reference. Notwithstanding anything to the contrary above, SBCUSD, its invitees, guests and tenants, may make any use of the Temporary Access Area and Access Road.

3. Obligations of City.

a. Improvements. City shall improve the Temporary Access Area, at its sole cost and expense, with grading, gravel and such other improvements in order to construct and install the Access Road. Such other improvements shall include the

installation of fencing in order to prevent access to the Property other than the Temporary Access Area.

b. Maintenance. City shall be responsible, at its sole cost and expense, for the maintenance and repair of the Access Road. City shall also employ and utilize prudent dust control measures, signage and other actions to keep and maintain the Access Road in good condition and to prevent City's use of the Access Road from becoming a nuisance to SBCUSD, SBCUSD's tenants or invitees.

c. Condition of Property. Upon expiration of this MOU, City shall restore the Temporary Access Area to the condition, as near as practicable, that existed prior to City's activities. Additionally, upon expiration of this MOU, City shall have no other or further obligation, liability or duty in connection with the Property or to SBCUSD except any liability conditions addressed in Section 5 below that may have arisen during City's use of the Temporary Access Area.

d. Security. City shall, at its own cost and expense, provide security services until fencing is installed within the Temporary Access Area.

4. Term. This MOU shall go into effect upon the Effective Date and shall remain in effect until an alternative access arrangement is entered into or construction on the new bridge is completed.

5. Indemnity. Each Party ("Indemnifying Party") shall defend, indemnify and hold every other Party (each an "Indemnified Party"), and their officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses (including legal fees), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death (the "Claims"), arising out of or in connection with the Indemnifying Party's performance and obligations under this MOU, except that the Indemnified Party shall not be responsible for any such Claim arising out of Indemnified Party's sole negligence or willful misconduct.

6. Entire MOU. This MOU is the result of negotiations between the Parties. This MOU is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this MOU.

7. Authority to Enter MOU. City warrants that the undersigned is authorized to execute this MOU on behalf of City. SBCUSD warrants that it is the owner of the Property and that the undersigned is authorized to execute this MOU on behalf of SBCUSD.

8. Amendment; Modification. No supplement, modification, or amendment of this MOU shall be binding unless executed in writing and signed by both Parties.

9. Attorneys' Fees, Governing Law, Venue. In the event of a dispute between the Parties with respect to the terms or conditions of this MOU, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the

judge or arbitrator presiding over such dispute. This MOU shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

10. Counterparts. This MOU may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Severability. If any term of this MOU is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire MOU. Instead, this MOU shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this MOU shall remain in full force and effect as reformed.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
AND THE CITY OF SAN BERNARDINO**

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed  
as of the date first written above

**SBCUSD:**

**CITY:**

**SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT**

**CITY OF SAN BERNARDINO**

By: Mohammad Islam  
Mohammad Islam  
Interim Associate Superintendent

By: Charles E. McNeely  
Charles McNeely,  
Interim City Manager

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY AND**  
**TEMPORARY ACCESS AREA**

