

MEMORANDUM OF UNDERSTANDING

between

YUCAIPA VALLEY LIONS CLUB

and

SAN BERNARDINO COUNTY

A. BACKGROUND

This Memorandum of Understanding (MOU) is made between the Yucaipa Valley Lions Club, a California public benefit non-profit corporation (LIONS) and San Bernardino County (COUNTY), a political subdivision of the State of California, and is entered into on December 17, 2025 and is in effect for a period of five (5) years.

The LIONS agree to jointly plan and implement an annual Youth Fishing Derby at Yucaipa Regional Park with the San Bernardino County Regional Parks Department. The Youth Fishing Derby will provide youth the opportunity to learn about the sport of fishing. This activity will include fishing instruction, fishing opportunities, and prizes awarded for eligible participants. The LIONS will assist the COUNTY with fishing education, volunteer programs, and program implementation.

B. PURPOSE

The purpose of this MOU is to provide fishing education and opportunities for youths at the annual Youth Fishing Derby on the third Saturday in February.

Yucaipa Regional Park ("Park") is situated in the foothills of San Bernardino County. The Park's recreational facilities are open year-round, providing a sanctuary from the bustle of city life. Yucaipa is a favorite destination for fishermen, campers, disc golfers, and hikers, and the Park is also a great place to ride a pedal boat or aqua cycle, bird-watch, swim, or picnic. The Park is 1,162 acres and is home to three lakes.

C. OBJECTIVES

The objectives of this MOU are as follows:

1. To provide for LIONS to plan and implement an annual Youth Fishing Derby for youth 15 years or younger. This MOU does not restrict the COUNTY from participating in similar activities with other public or private agencies, organizations, or individuals.

D. STATEMENT OF WORK

1. The LIONS agree to:

- a. Provide necessary coordination for LIONS members and volunteers to utilize their own tools and equipment for fishing instruction.
- b. Coordinate all LIONS volunteer program task assignments and training for the derby.
- c. Provide fishing equipment and awards for the fishing derby.
- d. Coordinate with COUNTY's marketing efforts for the fishing derby.

2. COUNTY agrees to:

- a. Ensure that the small lake and nearby picnic area are reserved and prepared for this use.
- b. Develop and distribute marketing materials for the event. These materials include flyers, social media posts, and radio advertisements.
- c. Provide event signage, scale to weigh fish, and sound system for the event.

3. Both parties mutually agree to consult with the other party should any party determine that it is unable to fulfill its obligations as specified herein.

E. NOTICES

Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by registered or certified mail, or otherwise delivered, as follows:

(a) If to COUNTY: San Bernardino County
Regional Parks Department
268 West Hospitality Lane,
3rd floor
San Bernardino, CA 92408

(b) If to Yucaipa Valley Lions Club:
Yucaipa Valley Lions Club
C/O Michele Beckman
P.O. Box 1081
Yucaipa, CA 92399

or at such other address or to such other persons as either of the parties may from time to time designate by written notice.

F. EFFECTIVE DATE: TERM /TERMINATION

This MOU shall become effective when signed by both parties hereto and shall remain in force for five years unless terminated before that date as provided herein. Either party may terminate this MOU upon 60 days' written notice of its intention to terminate upon a specific date.

G. MODIFICATIONS

Modifications to this MOU may only be accomplished by mutual agreement of both parties by written instrument signed by both parties.

H. MISCELLANEOUS

1. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
2. Authorized Signators- Both parties to this MOU represent that the signatory executing this document are fully authorized to enter into this MOU.
3. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
4. The COUNTY must approve of any assignment of this MOU by the LIONS.
5. In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.
6. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party.
7. This MOU shall be governed by and construed according to the laws of the State of California and any action or claim brought by any party will be in the Superior Court of California, County of San Bernardino, San Bernardino District. Each party waives any law or rule of the court which would allow them to request or demand a change of venue.
8. LIONS shall repair, or cause to be repaired, at its own cost, all damage to County facilities, buildings, or grounds caused by the willful or negligent acts of LIONS.
9. Campaign Contribution Disclosure. LIONS has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of LIONS's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. LIONS acknowledges that under Government Code section 84308, LIONS is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the LIONS will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LIONS or by a parent, subsidiary or otherwise related business entity of LIONS.

I. Indemnification and Insurance Requirements: This MOU is granted without a fee to the LIONS. However, LIONS will provide, throughout the term of the MOU, insurance in the amounts and types set forth below:

1. Indemnification - The LIONS agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim that is presented to the COUNTY as a direct result of being a party to this MOU except where such indemnification is prohibited by law. Notwithstanding the aforementioned indemnification, this provision will not apply to any "active" negligence on the part of the County or where the cause of any loss is due to the "sole negligence", "intentional conduct," or "willful misconduct" of the COUNTY, within the meaning of Civil Code Section 2782.
2. Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming the County and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.
3. Waiver of Subrogation Rights - The LIONS shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors, where permitted by law. All general or auto liability insurance coverage provided shall not prohibit the LIONS and LIONS's employees or agents from waiving the right of subrogation prior to a loss or claim. The LIONS hereby waives all rights of subrogation against the COUNTY.
4. Policies Primary and Non-Contributory - All policies required above shall be primary and noncontributory with any insurance or self-insurance programs carried or administered by the COUNTY only to the extent that liability shall attach to the COUNTY as contemplated in Paragraph I, section 1 supra. In all other instances, the policies of the COUNTY shall be contributory with respect to the liability independently established as the COUNTY for any acts or omissions that are excluded by the aforementioned Paragraph V, section A.
5. Severability of Interests - The LIONS agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the LIONS and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage - LIONS shall immediately furnish the above-required certificates of insurance to the Regional Parks Department, no later than 3:00 p.m. (January 5, 2024) or within five (5) working days of the COUNTY's approval of this MOU, evidencing the insurance coverage, including endorsements. LIONS shall not enter Park until providing proof of the required insurance.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, the insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this MOU does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right, but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the LIONS or COUNTY payments to the LIONS will be reduced to pay for COUNTY purchased insurance.
10. Insurance Review - Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. LIONS agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications – The LIONS agrees to provide insurance set forth in accordance with the requirements herein. If the LIONS uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LIONS agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, the LIONS shall secure and maintain throughout the MOU term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the LIONS and all risks to such persons under this contract.

If LIONS has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code, and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to LIONSs that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The LIONS shall carry General Liability Insurance covering all operations performed by or on behalf of the LIONS providing coverage for bodily injury and property damage with a combined single limit of not less than **one million dollars (\$1,000,000), per occurrence**. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse, and underground hazards.
- (e) Personal injury
- (f) **\$2,000,000 general aggregate limit.**

Automobile Liability Insurance – Primary insurance coverage shall be written on the ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the LIONS is transporting one or more non-employee passengers, in the performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the LIONS owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable. LIONS does not have any company vehicles and requires its employees and contractors to have insurance, and therefore LIONS does not have a non-owned policy endorsement.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown"

provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

J. ENTIRE MOU

This MOU contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this MOU, and no prior MOU, agreement or understanding pertaining to any such matter is effective for any purpose. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

COUNTY & LIONS MOU 2025

IN WITNESS WHEREOF, the parties have caused this MOU to be subscribed by their respective duly authorized officers on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

B

y

Deputy

Yucaipa Valley Lions Club

(Print or type name of corporation, company, contractor, etc.)

B

y

►

(Authorized signature - sign in blue ink)

Name Michele Beckman

(Print or type name of person signing contract)

Title

(Print or Type)

Dated: _____

Address

PO Box 1081

Yucaipa, CA 92399

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Nicholas Miller, Administrative Supervisor I

Date _____

Reviewed/Approved by Department

►

Beahta R. Davis, Director, Regional Parks
Department

Date _____



ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Yucaipa Valley Lions Club

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Janene Klocek

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):-
None

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Lions Club International	Parent Organization
n/a	N/a

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a	Michele Beckman	n/a
n/a	N/a	N/a

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
n/a	N/a	N/a
n/a	N/a	N/a

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
n/a	N/a
n/a	N/a

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: n/a

Name of Contributor: n/a

Date(s) of Contribution(s): n/a

Amount(s): n/a

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

YUCAIPA REGIONAL PARK

LIONS CLUB YOUTH FISHING DERBY



EXHIBIT A