

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-1069

SAP Number

Museum

Department Contract Representative
Telephone Number

David Myers
(909) 798-8601

Contractor

U.S. Department of Interior,
National Park Service

Contractor Representative
Telephone Number

Lauren Parry
(702) 971-1532

Contract Term

8 Months

Original Contract Amount

N/A

Amendment Amount

N/A

Total Contract Amount

N/A

Cost Center

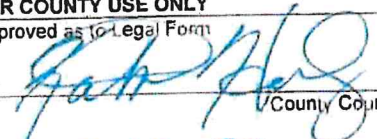
N/A

Briefly describe the general nature of the contract: Agreement between San Bernardino County, by and through the Museum Department, and the U.S. Department of Interior, National Park Service to display an exhibit provided by the National Park Service at the Victor Valley Museum.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

FOR COUNTY USE ONLY

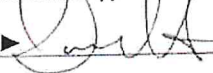
Approved as to Legal Form

► 
County Counsel
Date 8-18-23

Reviewed for Contract Compliance

► _____
Date _____

Reviewed/Approved by Department

► 
Date 8-18-23

US Department of the Interior
National Park Service

Outgoing Loan Agreement

Outgoing Loan No. L.2023.02.

NPS Unit (Lender): Tule Springs Fossil Beds National Monument

(Street/Box): 601 Nevada Way

(City/State/Zip): Boulder City NV 89005

Superintendent (please print): Derek Carter

Shipping Address (if different):

Telephone: 702-902-0431

Fax Number:

BORROWING INSTITUTION (Borrower): SBCM - VICTOR VALLEY MUSEUM

(Department):

(Street/Box): 11873 APPLE VALLEY ROAD

(City/State/Zip/Country): APPLE VALLEY CA 92308

Responsible Official (Borrower): San Bernardino County

Shipping Address (if different):

Telephone: 760-240-2111

Fax Number:

Title: Board Chair

NPS Status: NON-NPS

PURPOSE OF LOAN:

EXHIBITION

Credit Line:

ITEMS IN LOAN:

SEE ATTACHED LIST

Exhibit kiosk (1)

INITIATION DATE 9/13/2023

TERMINATION DATE: 9/13/2024

INSURANCE AND SHIPPING/PACKING:

Insurance Paid By: WAIVED

Insurance Company:

Policy No:

Packer: Eichenberg, Erin

Shipping Paid By:

Method of Shipping: Outgoing: HAND-DELIVERED

Return:

US Department of the Interior
National Park Service

L.2023.02.
Outgoing Loan Number

Outgoing Loan Agreement (Continued)

LOAN CONDITIONS:

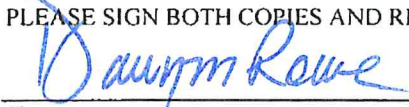
Outgoing loans are subject to the terms and conditions noted on the attached Conditions for Outgoing Loans.

Additional Loan Conditions:

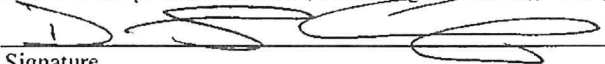
SIGNATURES:

ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized agent of the borrowing institution. Signatures indicate agreement to terms specified in this loan agreement and attached conditions.

PLEASE SIGN BOTH COPIES AND RETURN ORIGINAL TO THE NPS.

 SEP 26 2023
Signature Date

San Bernardino County Board Chair
Name of Responsible Official (Borrowing Institution), Title (Please print)

 22 Aug 23
Signature Date

Derek Carter Tule Springs Fossil Beds National Monument
Name of Responsible Official (Lending NPS Unit) (Please print)

RETURN STATUS:

Extension Termination Date: _____

RETURN OF LOAN:

The undersigned is an authorized agent of the lender. Signature acknowledges receipt of all material in good condition or in condition as noted on this agreement or in attached object condition report(s). A signed copy is sent to the borrower to acknowledge the return of the loan.

Signature Date

Name of Superintendent (Lending NPS Unit) (Please print)

LIST OF OBJECTS

Unit Acronym

Number

CATALOG NUMBER	ACCESSION NUMBER	ITEM COUNT OR QUANTITY	OBJECT NAME	DESCRIPTION AND CONDITION	VALUE	COMMENT
TUSK 3	TUSK-00003	1	Equidae sp	Right p 3 of Equus (large) from localit COM:GD		
TUSK 5	TUSK-00003	1	Camelops hesternus	Right dentary of Camelops hesternus f COM:GD		
TUSK 6	TUSK-00003	1	Mammuthus sp	Partial left tusk of Mammuthus colum COM:GD		
TUSK 7	TUSK-00003	1	Mammuthus columbi	Juvenile tooth of Mammuthus columbi COM:GD		
TUSK 12	TUSK-00003	1	Mammuthus columbi	Mammuthus columbi, right dentary w/ COM:GD		

Conditions For Outgoing Loans

GENERAL

1. It is the Borrower's responsibility to become familiar with stipulations covering this transaction. Responsibility for meeting the terms agreed to in this loan agreement remains with the borrowing institution and authorized agent.
2. No loans will be made until all necessary documentation has been received by the lending park, and the Outgoing Loan Agreement has been signed by both parties.
3. Unless specifically agreed to in writing on the attached loan agreement, the borrowing institution is not permitted to make third party loans. Such loan requests shall be treated as an independent outgoing loan and negotiated between the lending park and the second borrowing institution.
4. Borrower agrees to incur all expenses relating to this loan unless otherwise noted.
5. Borrower agrees not to use the loaned museum objects/specimens/archival items (henceforth "loaned items") for commercial or other revenue-generating purposes without the prior written authorization of NPS.
6. If the loaned items are to be exhibited, cited, or illustrated in a publication, or otherwise made public, the credit line must cite the following elements and conform to any additional specifications in the loan agreement: "National Park Service," park name, control number (such as a catalog or negative number), object/specimen name, and original creator (if applicable, e.g. artist name). The NPS is not responsible for the quality of exhibits, publications, or interpretive or educational programs that may feature NPS loaned items.
7. The Borrower shall provide to Lender a copy, at no cost, of any publication or report featuring the loaned items.
8. The Borrower, in the event of a change of address, shall provide the NPS with written notification thereof within 15 days of such change.
9. Federal laws and policies governing NPS museum collections take precedence over state and local laws.
10. The borrower agrees to care for loaned items in a manner consistent with NPS policies and procedures as stated in *Director's Order #24: NPS Museum Collections Management* and in *NPS Museum Handbook* (<http://www.nps.gov/policy/DOrders/DOrder24.html>) (<http://www.cr.nps.gov/museum/publications/index.htm>).

COPYRIGHT AND PHOTOGRAPHY RESTRICTIONS

1. Loaned items are subject to restrictions outlined in the copyright law of the United States (Title 17, U.S. Code). Borrower will honor copyright restrictions as they apply to the loaned items and will ensure that the appropriate copyright releases are obtained.
2. Unless otherwise agreed to in writing, no reproductions are permitted by the Borrower except photographic copies for condition reports, documentation, damage, educational, and publicity purposes related to the stated purpose of this loan.

INSURANCE

1. All loaned items shall be continuously and fully insured at the Borrower's expense for the amount specified on the loan agreement, unless waived and so noted on the agreement. Insurance shall be wall-to-wall, and provide coverage against all risks of physical loss or damage from any external causes while in transit and on location for the entire duration of the loan. Borrower shall provide proof of insurance to the lending park. The NPS must be notified in writing at least 20 days prior to any cancellation or meaningful change in the Borrower's insurance policy. If additional coverage is taken by the Borrower, the lending park must receive from the Borrower a copy of the certificate of insurance naming the lending park as an additional insured.
2. Any lapses in coverage or any failure to secure insurance and/or any inactions by the Lender regarding notice will not release the Borrower from liability for loss or damage.
3. Dollar values provided are confidential and are for insurance purposes only. The NPS reserves the right to increase the amount of insurance coverage required on the loaned items, if reasonably justified.
4. If insurance is waived, the Borrower agrees to indemnify any and all loss or damage to the loaned items occurring during the course of the loan, except for loss or damage resulting from inherent vice, war, and nuclear incident.
5. Borrower agrees to waive all claims and recourse against the NPS for loss or damage to persons, museum collections, or loaned items arising from this agreement. Borrower agrees to defend, indemnify, and save harmless the NPS from all liability, loss, cost, or obligation on account or arising out of any injury to any person or property of any kind, from any cause whatsoever, in any way connected with Borrower's use of said property, including acceptance and redelivery thereof.

CONDITION, ALTERATION, AND CONSERVATION

1. Each loaned item is considered to be in good condition unless otherwise noted.
2. Loaned items may not be cleaned, repaired, retouched or altered in any way without the express permission of the Lender.
3. Loss, damage or deterioration must be reported to the lending park. If damage occurs, NPS staff will arrange any necessary conservation treatment. The Borrower or its insurance company is liable for all costs resulting from damage, including the cost of conservation, and for any reduction in value or replacement.

HANDLING AND CARE

1. All physical care (e.g., handling, storage, exhibition) should meet or exceed the standards set down in the *NPS Museum Handbook*, Part I.
2. Loss or damage, whether in transit or on the borrower's premises, and regardless of who may be responsible, must be reported immediately. Photographs and documents of the damage (e.g., condition report) with dates, names, and other details of the occurrence (e.g., damage reports) must be sent to the lending park within 5 working days of the loss or damage.

Conditions For Outgoing Loans (Continued)

3. The Borrower and all users of the loaned items have received the U.S. Department of the Interior (DOI) Notice of Potential Hazard in Museum Collections (DI-3320). If the Borrower provides access to the loaned items to users other than those identified in this loan agreement, the Borrower is responsible for providing this DOI notification to the users and returning acknowledgement of notification to the Lender.

SECURITY AND ENVIRONMENTAL CONTROLS

1. Borrower must provide, at all times, adequate security in order to protect loaned items against risk of damage, loss or deterioration due to theft, vandalism, fire, smoke, and water. Adequate protection against insects, vermin, fungi, mold and pollutants must be provided. Conditions should comply with museum standards and the NPS *Museum Handbook*, Part I.
2. Loaned items must be protected, at all times, against damage caused by exposure to direct sunlight, ultraviolet light, excessive humidity, or proximity to heating or cooling sources. Temperature and relative humidity levels should be monitored on a daily basis. Levels are controlled to minimize short-term fluctuations and to avoid harmful extremes. Conditions should comply with museum standards and the NPS *Museum Handbook*, Part I.
3. If these conditions cannot be met, the lending park must be advised in writing. The amended conditions should be attached to the loan agreement and noted in the additional conditions on the face of the attached agreement prior to the completion of the agreement.

PACKING AND SHIPPING

1. Packing and transportation must be by safe methods designated and approved in advance by the Lender and noted on the attached agreement. Borrower must comply with shipping and packing instructions provided by the Lender.
2. Lender will pack the loaned items and will provide packing materials for the loan. If required by the terms of the agreement, the Borrower will pay for packing materials.
3. Unpacking and repacking must be done by experienced personnel under competent supervision. The loan must be repacked in the same manner as received and with the same packing materials, if possible, unless otherwise mutually agreed upon by Lender and Borrower. All packing materials should be stored, if possible, during the loan period in a place fully conditioned to the same temperature and relative humidity as those under which the loan itself is stored or displayed. All packing materials that are to be reused must be protected from contamination by insects, mold, dust, airborne pollutants, and other sources.

ACCESS

1. Access to loaned items by individuals for purposes other than those identified on the attached agreement must receive prior approval by the Lender and must be supervised by the Borrower. Borrower agrees to provide access to loaned items only when all other options, such as photographs or reproductions, have been exhausted. Use of loaned items must be restricted to a supervised area. Researchers will be subject to the Lender's current user rules and restrictions. Borrower will be responsible for any misconduct by persons "using" loaned items.
2. Borrower must provide access to Lender's staff or representatives during regular hours of operations for the purposes of inspections, inventory, repacking, research and condition reporting.

3. Borrower is subject to NPS annual inventory procedures as noted in the NPS *Museum Handbook*, Part II. Either the Borrower will confirm Lender's inventory or will provide access to the Lender to conduct an inventory, as noted in the special conditions on the agreement.

REPOSITORY LOANS

1. Loans for storage and collections management ("repository" loans) may not exceed 20 years, renewable.
2. Items loaned to a repository for the purposes of collections management and/or storage will be cataloged according to the NPS *Museum Handbook*, Part II, and in accordance with requirements established by the lending park. Copies of all catalog records and electronic data will be sent to the lending park by the borrowing repository.
3. The Borrower will either respond to the Lender's requests for information about loaned items for the purposes of completing an annual inventory, or, if approved in advance by the Lender, include the loaned items in the Borrower's annual inventory of its collections and report on the results of the inventory to the Lender. Borrower's inventory must be equivalent to the inventory required by NPS *Director's Order #24*.
4. Unless specifically exempted in this Agreement, the Borrower will complete a Collections Management Report and the Checklist for Preservation and Protection of Museum collections as specified in NPS *Director's Order #24*.
5. Repository loans must remain at the designated repository until they are requested by the lending park or until such time as the repository is unable to care for the loan in accordance with the loan stipulations. The loan may be terminated by either party, by giving 3 months notice, or within 30 days if the lending park determines the loan stipulations are not being met. Should the Borrower be unable to continue care for the loaned items, the items must be returned to the lending NPS park or another designated repository approved by the Lender.
6. The conditions specific to repository loans take precedence when in conflict with other conditions in this Agreement. Otherwise, all conditions apply to repository loans.

EXTENSION AND RECALL

1. Any extensions of the loan period must be requested by the Borrower. The Lender will prepare extension documents to be completed and signed by the Borrower and received by the Lender at least 30 calendar days prior to the original loan expiration date shown on the attached agreement. All additional insurance will be extended by the Borrower and proof of insurance will be provided to the Lender by a copy of the certificate of insurance naming the NPS Lender as an additional insured and dated with the new termination date of the loan.
2. The Lender reserves the right to inspect or audit the loaned items at any time. Should the Lender desire to recall any of the loaned items for its own purposes, it may do so by giving at least 30 days notice to the Borrower. Loaned items may be withdrawn by the Lender without prior written notice to the Borrower if it is determined that they are receiving improper care.
3. Borrower agrees to give at least 30 days written notice to the Lender if electing to cancel this loan prior to the term of this loan agreement.