

MEMORANDUM OF UNDERSTANDING

FOR HEALTH EDUCATION

BETWEEN

JAMBOREE HOUSING CORPORATION

AND

SAN BERNARDINO COUNTY, DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between Jamboree Housing Corporation (“JAMBOREE”), a San Bernardino County Department of Public Health (“COUNTY”), with references to the following:

1. **SERVICES**

- A. **DESCRIPTION OF SERVICES.** COUNTY shall provide services to educate local residents on various nutrition education topics as set forth in Attachment A, attached hereto, and incorporated herein by reference.

- B. **SCOPE OF SERVICES.** COUNTY shall furnish labor necessary to perform in a complete, skillful and professional manner all those services described in Attachment A. Services shall be rendered at JAMBOREE site, Sierra Fountains 6839 Ramona Avenue, Fontana, CA 92336. JAMBOREE shall provide an adequate facility including reasonable classroom multimedia equipment for services to be provided at no cost and have at least one (1) staff member available to provide facility support that may be necessary to effectively execute education topics.

2. **PERIOD OF PERFORMANCE**

This Agreement shall be effective as of May 9, 2023 through May 8, 2024, unless terminated as specified in Section 7 (**TERMINATION PROVISION**).

3. **COMPENSATION**

No compensation will be exchanged between the parties. COUNTY shall offer the services indicated in Attachment A, to educate the public on specified issues, as well as to promote its own available programs. JAMBOREE shall provide the venue in which COUNTY will be holding such classes, and may engage in marketing the classes in the same manner as other IEHP offered classes. Such activities are in furtherance of the parties’ shared goals to promote the health of the general population through organized community efforts.

4. **INDEPENDENT CONTRACTOR**

It is understood and agreed that COUNTY is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Neither party’s officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of the other party, including Workers’ Compensation Benefits.

5. **INDEMNIFICATION**

JAMBOREE agrees to defend, indemnify and hold harmless COUNTY, it’s officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or

liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by COUNTY, except as prohibited by law, based on JAMBOREE's breach of its obligations under this Agreement, except for such claims arising from COUNTY's own acts or omissions, gross negligence or willful misconduct, or failure to mitigate losses.

COUNTY agrees to defend, indemnify and hold harmless JAMBOREE, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by JAMBOREE, except as prohibited by law, based on COUNTY's breach of its obligations under this Agreement, except for such claims arising from JAMBOREE's own acts or omissions, gross negligence or willful misconduct, or failure to mitigate losses.

6. **INSURANCE**

COUNTY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. COUNTY warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

COUNTY must provide proof of insurance to JAMBOREE. Coverage must certify a minimum of \$1,000,000 current liability insurance coverage and, if applicable, workers' compensation insurance for employees as certified by current copies of certificates of coverage to be mailed to JAMBOREE's Asset Management Department as follows:

Asset Management
Jamboree
17701 Cowan Ave., Suite 200
Irvine, CA 92614

JAMBOREE shall maintain, at its sole cost and expense, the County's standard insurance coverages as stipulated in Attachment B.

7. **TERMINATION PROVISION**

A. Either party may terminate this Agreement, without cause, upon fifteen (15) days written notice served upon the other party.

B. Should JAMBOREE determine that there is a basis for termination for cause, such termination shall be effected upon five (5) days written notice to COUNTY.

8. **ASSIGNMENT AND DELEGATION**

No contract or agreement shall be made by COUNTY or JAMBOREE with any party for the furnishing of any of the work or services described herein, and in Attachment A hereto,

and this Agreement shall not be assigned by COUNTY or JAMBOREE, either in whole or in part, without prior written consent of JAMBOREE and COUNTY.

9. **ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties hereto, and authorized by the parties' respective governing boards, as applicable. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. **NONDISCRIMINATION**

COUNTY shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).

11. **CONFLICT OF INTEREST**

COUNTY shall have no interest, and shall not acquire any interest, direct or indirect, which will unlawfully conflict in any manner or degree with the performance of services required under this Agreement.

12. **NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed delivered one day after their deposit in the United States mail, postage prepaid:

JAMBOREE:

Richard Owens
Regional Director, Community Impact
Jamboree Housing Corporation
17701Cowan Ave., Suite 200
Irvine, CA 91730
(909) 890-2000

COUNTY:

Joshua Dugas
Public Health Director
San Bernardino County
Department of Public Health
351 N. Mt. View Avenue
San Bernardino, CA 92415
(909) 387-9146

or to such other address(es) as the parties may hereafter designate, in writing.

13. **SEVERABILITY**

In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. **WAIVER**

Waiver by either party of any breach of any one (1) or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

15. **GOVERNING LAW; VENUE**

A. The provisions of this Agreement shall be construed in accordance with the laws of the State of California excluding its conflicts of law provisions.

B. The provisions of the Government Claims Act (Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement.

C. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino, State of California.

16. **LIMITATION OF LIABILITY**

Without affecting the indemnification obligations set forth in this Agreement, in no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this Agreement.

17. **COUNTERPARTS; SIGNATURE**

This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, electronic signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this Agreement.

18. **ENTIRE AGREEMENT**

This Agreement, including all attachments and manuals, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

19. **COMPLIANCE WITH LAW**

The parties shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

20. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

COUNTY certifies that the individual signing below has authority to execute this Agreement on behalf of COUNTY, and may legally bind COUNTY to the terms and conditions of this Agreement, and any attachments hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU in as set forth below.

**SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH**

JAMBOREE HOUSING CORPORATION

By: _____
Dawn Rowe, Chair
Board of Supervisors

By: _____
Richard Owens
Regional Director

Date: _____

Date: _____

SCOPE OF SERVICES

San Bernardino County, Department of Public Health

1. COUNTY agrees to perform the services described below only as allowable by its approved scopes of work, or in order to meet the deliverables required by applicable funding sources, or as directed by COUNTY management:
 - A. A series of nutrition education classes to individuals attending the JAMBOREE Sierra Fountains Community Resource Center. Specific nutrition education classes may include, but are not limited to:
 - i. How to Use MyPlate
 - ii. Healthy Food Choices
 - iii. Quick Healthy Meals
 - iv. Healthy Eating on a Budget
 - v. Tips for Losing Weight and Keeping it Off
 - vi. Healthy Eating Part of Your Lifestyle
 - vii. Physical Activity is Key to Living Well
 - viii. Choose Healthy Beverages
 - ix. Cut Back on Salt and Sodium
2. Class frequency, content and structure shall not conflict with COUNTY scopes of work, deliverables or other requirements and obligations.
3. Class schedules will be developed ahead of time in collaboration with JAMBOREE. Scheduling, including frequency of monthly classes and topic areas, is subject to change based on availability of: COUNTY funding; availability of COUNTY staff; and any other activities or reasons deemed by COUNTY to be a priority over, or in conflict with, this Agreement.
4. Except as otherwise indicated in this Agreement, COUNTY shall provide learning materials necessary to provide the services indicated herein. Materials provided shall not exceed approved budgeted expenditure amounts.

INSURANCE REQUIREMENTS

1. **Additional Insured** – All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
2. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
3. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
4. **Severability of Interests** – The Contractor 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 Contractor and the County or between the County and any other insured or additional insured under the policy.
5. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, 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”.
7. **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.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract 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 Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

9. **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 contract. Contractor 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.

10. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employer’s 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 Contractor and all risks to such persons under this contract.

If Contractor 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 Director of Risk Management.

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:
- 1) Premises operations and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).

- 4) Explosion, collapse and underground hazards.
 - 5) Personal injury.
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on 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 Contractor is transporting one (1) or more non-employee passengers in 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 Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable
- d. 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.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.