

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



Contract Number
24-1315

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	San Bernardino County Superintendent of Schools
Contractor Representative	Amber L. Arias
Telephone Number	909-386-9510
Contract Term	07/01/2024 – 06/30/2027
Original Contract Amount	Non-financial
Amendment Amount	
Total Contract Amount	Non-financial
Cost Center	
Grant Number (if applicable)	

Briefly describe the general nature of the contract:

Approve non-financial Memorandum of Understanding, including a non-standard term, with the San Bernardino County Superintendent of Schools, for the Love for Literacy project at the County's detention facilities, to support incarcerated individuals and their families, for the period of July 1, 2024, through June 30, 2027

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Miles Kowalski, Deputy County Counsel

12/10/2024

Date

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►
Kelly Welty (Dec 10, 2024 14:13 PST)

Kelly Welty, Chief Deputy Director of Sheriff's Administration

12/10/2024

Date



LOVE FOR LITERACY PROJECT MEMORANDUM OF UNDERSTANDING #24/25-0214

This Memorandum of Understanding (MOU) is entered into on this 14th day of November 2024, by and between the San Bernardino County Superintendent of Schools (Superintendent) and San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator (Sheriff).

RECITALS

WHEREAS, as an integral part of the countywide Vision2Read initiative and Superintendent's goal to support children and families in our communities from cradle to career, Superintendent and Sheriff agree to form a partnership to develop a program.

WHEREAS, Superintendent and Sheriff will develop and implement the program, called the Love for Literacy Project, to support positive literacy outcomes through parent-child connections and equitable access to high-quality, developmentally-appropriate literacy resources.

WHEREAS, the Love for Literacy Project was created to give incarcerated parents with children aged 0–8 the opportunity to engage in literacy activities including, but not limited to, reading developmentally-appropriate eBooks, playing skill-based digital games, and exploring digital writing activities using the Footsteps2Brilliance platform, and participants may also engage in literacy activities incorporating music and movement.

WHEREAS, Superintendent and Sheriff desire to encourage parent-child connections for incarcerated individuals to disrupt the school-to-prison pipeline through community partnership efforts and to provide children and families free access to quality literacy resources.

NOW, THEREFORE, Superintendent and Sheriff mutually agree as follows:

1. County Representative

The Sheriff, or designee, shall represent the County in all matters pertaining to the services and duties described in this MOU, including termination and assignment of the MOU, and shall be the final authority in all matters pertaining to the services and duties of the Superintendent. If this MOU was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the MOU.

2. Services to be provided by Sheriff

- a. Sheriff will recruit and register a maximum of five (5) incarcerated project participants per cohort group. Criteria for selection and participation will be developed by Sheriff's Community Services and Reentry Division staff and will be subject to change at any time, as security and operational needs dictate.
- b. Sheriff will provide incarcerated project participants with mobile devices to access the Love for Literacy Project's materials during scheduled literacy activities.

- c. Sheriff will provide space at the County's jails for the Love for Literacy Project programming services to take place as needs are identified and with approval of Sheriff.
- d. Sheriff will screen and conduct a risk assessment, which may include a background check, of any outside Love for Literacy Project participant required to enter secured portions of any jail facility. Sheriff will have sole discretion to allow/deny access to any participant.
- e. Sheriff will be responsible for movement and security of all incarcerated and outside Love for Literacy Project participants while on jail grounds.
- f. Sheriff will provide an adequate number of Sheriff's deputies to ensure security and safety during all Love for Literacy Project events that take place at any Sheriff facility.
- g. Sheriff will perform said services as an independent contractor and not as an employee of Superintendent.

3. Services to be provided by Superintendent

- a. Superintendent will provide the software necessary to access literacy activities.
- b. Superintendent will provide mobile devices to children of incarcerated individuals who participate in the Love for Literacy Project to access the project's materials during scheduled literacy activities.
- c. Superintendent will support the Love for Literacy Project families with completing their literacy activities.
- d. Superintendent will prepare and furnish to Sheriff upon request such information as is reasonably necessary to the performance of Sheriff's work under this MOU.

4. Fees

No fees are associated with this MOU. Superintendent will pay no amount of travel or other expenses for Sheriff under this MOU.

5. Equipment and Software

Equipment and software purchased in support of the Love for Literacy Project shall be maintained, as needed, by the purchasing agency. In the event of a need to replace outdated or damaged equipment, Superintendent or designee will work directly with Sheriff or designee to determine the appropriate purchasing/replacement path for the equipment.

6. Cancellation of MOU

- a. If at any time during the performance of this MOU Superintendent determines, at Superintendent's sole discretion, to suspend indefinitely or abandon the work under this MOU, Superintendent shall have the right to cancel this MOU and terminate the performance of Sheriff's services hereunder. In the event of such cancellation, Superintendent shall give written notice to Sheriff of the intention to cancel thirty (30) days in advance of the effective date of the cancellation.
- b. If at any time during the performance of this MOU Sheriff determines, at Sheriff's sole discretion, to suspend indefinitely or abandon the work under this MOU, Sheriff shall have the right to cancel this MOU and terminate the performance of Superintendent's services

hereunder. In the event of such cancellation, Sheriff shall give written notice to Superintendent of the intention to cancel thirty (30) days in advance of the effective date of the cancellation.

7. Assignment

This MOU is not assignable by any party without the prior written consent of all parties.

8. Indemnification

Superintendent agrees to indemnify, defend (with counsel reasonably approved by County), 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 whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. Superintendent's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

The County agrees to indemnify, defend (with counsel reasonably approved by Superintendent), and hold harmless the Superintendent 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 whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the Superintendent on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The County's indemnification obligation applies to the Superintendent's "active" as well as "passive" negligence but does not apply to the Superintendent's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event that the County and/or Superintendent are determined to be comparatively at fault for any claim, action, loss, or damage that results from their respective obligations under this MOU, the County and/or Superintendent shall indemnify the other to the extent of its comparative fault.

9. Insurance

The County and Superintendent are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation and warrant that, through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or insurance requirements of this MOU, and is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Sheriff and Superintendent and any other insured or additional insured under the policy.

10. Term of MOU

The term of this MOU shall be from July 1, 2024, through, to, and including, June 30, 2027.

11. Legality and Severability

The parties' actions under this MOU shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of this MOU is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

12. Mutual Covenants

The parties to this MOU mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

13. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution that is satisfactory to both parties.

14. Choice of Law

This MOU shall be governed by and construed according to the laws of the State of California.

15. Venue

The parties acknowledge and agree that this MOU was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

16. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance requirements.

17. Amendments and Modifications

The parties agree that any alterations, variations, modifications, or waivers of the provisions of this MOU shall be valid only when reduced to writing, executed, and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the Superintendent and the County.

18. Notifications

All communications and notices regarding this MOU shall be directed to the following:

For the Superintendent:

San Bernardino County Superintendent of Schools
Attn: Amber L. Arias
760 E. Brier Drive
San Bernardino, CA 92408

For the Sheriff:

San Bernardino County
Sheriff/Coroner/Public Administrator
Bureau of Administration – Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061

19. Entire Agreement

This MOU, including any exhibits and other documents attached hereto and incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will.

20. Electronic Signatures

The Superintendent hereby finds that the duties in this MOU are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations section 18351.

21. Electronic Signatures

This MOU and, if applicable, any subsequent amendments, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates below.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

Amber L Arias
Amber L Arias (Dec 2, 2024 10:58 PST)

Amber L. Arias, Manager
Procurement & Warehouse Services

12/02/2024

Date

**SAN BERNARDINO COUNTY
SHERIFF/CORONER/PUBLIC ADMINISTRATOR**

Shannon D. Dicus
Sheriff/Coroner/Public Administrator

Date