

Contract Number

23-886

SAP Number



San Bernardino County Museum

Department Contract Representative
Telephone Number

David L. Myers
(909) 798-8601

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

County Service Area 70
Henry Mac
(909) 386-8822
5 Years
\$25,000/year; not to exceed \$125,000 total

IT IS HEREBY AGREED AS FOLLOWS:

MEMORANDUM OF UNDERSTANDING BETWEEN SAN BERNARDINO COUNTY MUSEUM AND COUNTY SERVICE AREA 70 COUTYWIDE

This Memorandum of Understanding (MOU) is entered on the 22 day of August, 2023, by and between County Service Area 70 Countywide (CSA 70) and San Bernardino County (COUNTY), Museum Department (MUSEUM) (together, the "Parties").

RECITALS

WHEREAS, Oro Grande Cemetery is a site of historical significance within San Bernardino County; and

WHEREAS, MUSEUM is responsible for managing, operating, and administering the Oro Grande Cemetery; and

WHEREAS, MUSEUM seeks general maintenance, weed abatement, and minor repair services ("Services") for the Oro Grande Cemetery in the community of Oro Grande; and

WHEREAS, CSA 70 is authorized to provide such Services within San Bernardino County, including the Oro Grande Cemetery in the community of Oro Grande; and

WHEREAS, COUNTY desires to contract with CSA 70 to provide Services at the Oro Grande Cemetery for an amount not to exceed \$25,000 per fiscal year, and a total not to exceed amount of \$125,000, payable to CSA 70 for such Services; and

NOW THEREFORE, COUNTY and CSA 70 mutually agree as follows:

TERMS OF AGREEMENT

1. DESCRIPTION OF PARTIES

- 1.1 County Service Area 70 (Countywide) operates under County Service Area Law supporting the needs of the County by providing authorized services, including the Services.
- 1.2 MUSEUM is a department within San Bernardino County (COUNTY) which oversees and operates museums and historic sites throughout San Bernardino County for the enjoyment and enrichment of the public.

2. PURPOSE

- 2.1 This MOU is entered into between the COUNTY and CSA 70 to define the rights and responsibilities of CSA 70 in providing the Services at the Oro Grande Cemetery, a one (1) acre property (APN: 046820409) located in the community of Oro Grande.

3. RIGHTS AND RESPONSIBILITIES

3.1 CSA 70

- 3.1.1 For consideration in the amount of twenty-five thousand dollars per year (\$25,000/year) for the term of this MOU, CSA 70 agrees to perform the Services:
- 3.1.2 CSA 70 shall designate the Special Districts Division Manager - Operations or Special Districts Regional Manager – Parks as a primary point of contact for this MOU.

3.2 MUSEUM

- 3.2.1 The COUNTY owns the Oro Grande Cemetery.
- 3.2.2 The MUSEUM, on behalf of the COUNTY, is responsible for managing, operating, and administering the Oro Grande Cemetery.
- 3.2.3 The MUSEUM shall be responsible for paying CSA 70 \$25,000 per fiscal year in compensation for the Services set forth herein.

3.3 MONITOR AND AUDIT

- 3.3.1 MUSEUM shall have right to review all records, books, papers, documents, corporate minutes, and other pertinent items related to CSA 70 maintenance work at Oro Grande Cemetery.

4. TERM

- 4.1. This MOU shall take effect from the date executed by both Parties and terminate five (5) years thereafter with an option to extend for three additional one-year periods, with a 3% COLA increase for each of the extension periods.
- 4.2. Either party, by written notice to the other party, may terminate the whole or any part of this MOU at any time for convenience, and without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 90 days before the effective date of such termination.

5. AMENDMENTS

- 5.1 This MOU may be modified, changed, or amended at any time upon mutual written consent of the Parties.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance Coverage

COUNTY and CSA 70 are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' 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 obligations of this MOU.

CSA 70 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 CSA 70 and CSA 70's employees or agents from waiving the right of subrogation prior to a loss or claim. CSA 70 hereby waives all rights of subrogation against the COUNTY.

6.2 Indemnification

COUNTY agrees to indemnify, defend (with counsel reasonably approved by CSA 70) and hold harmless CSA 70 and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU, but only to the extent actually caused by the negligent acts, errors or omissions of COUNTY and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by CSA 70 on account of any claim except where such indemnification is prohibited by law.

CSA 70 agrees to indemnify, defend (with counsel reasonably approved by the 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, but only to the extent actually caused by the negligent acts, errors or omissions of CSA 70 and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by COUNTY on account of any claim except where such indemnification is prohibited by law.

In the event that the COUNTY and/or CSA 70 are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the COUNTY and/or CSA 70 shall indemnify the other to the extent of its comparative fault.

7. GENERAL TERMS AND CONDITIONS

7.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

7.2 Legality and Severability

The parties' actions under this MOU shall comply with all applicable laws, rules, regulations, court order and governmental agency orders. If a provision of the 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.

7.3 Independent Contractor Status

In the performance of this MOU, CSA 70, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of COUNTY.

7.4 Agreement Amendments

CSA 70 agrees 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 CSA 70 and the COUNTY.

7.5 Dispute Resolution

WITNWSS WHEREOF, this Agreement, had been fully executed on behalf of MUSEUM and CSA 70 by their duly authorized representatives

SAN BERNARDINO COUNTY

COUNTY SERVICE AREA 70

► Dawn Rowe

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dawn Rowe, Chair, Board of Supervisors

Dated: **AUG 22 2023**

Dated: **AUG 22 2023**

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

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
San Bernardino County

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By [Signature]

By [Signature]



FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

► [Signature]
Deputy County Counsel

► _____

► [Signature]

Date **8/15/23**

Date _____

Date **8-15-23**