



Contract Number

22-252

SAP Number

N/A

## Sheriff/Coroner/Public Administrator

Department Contract Representative Kelly Welty, Chief Deputy Director  
of Sheriff's Administration  
Telephone Number (909) 387-0640

Contractor Bloomington Recreation and Park  
District  
Contractor Representative Trevor Leja  
Telephone Number (909) 386-8810  
Contract Term 04/01/2022 through 03/31/2027  
Original Contract Amount \$3,500  
Amendment Amount  
Total Contract Amount \$3,500  
Cost Center 4430001000

### Briefly describe the general nature of the contract:

Memorandum of Understanding with Bloomington Recreation and Park District, in the amount of \$700 per fiscal year, for a total amount not to exceed \$3,500, for office space in the Kessler Park office building, effective April 1, 2022 through March 31, 2027.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Richard D. Luczak, Deputy County Counsel

Date

3/22/2022

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Kelly Welty, Chief Deputy Director of Sheriff's  
Administration

Date

3/22/22

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN BERNARDINO COUNTY SHERIFF/CORONER/PUBLIC ADMINISTRATOR  
AND  
BLOOMINGTON RECREATION AND PARKS DISTRICT  
FOR  
FACILITY USAGE – KESSLER PARK MODULAR BUILDING**

This Memorandum of Understanding (MOU) is entered into on this 1st day of April, 2022, by and between San Bernardino County Sheriff/Coroner/Public Administrator Department (SBCSD) and Bloomington Recreation and Parks District (BRPD) hereinafter collectively referred to as "Parties" and individually as the "Party".

**WHEREAS**, SBCSD requires office space for patrol staff and report writing in the Bloomington area; and

**WHEREAS**, BRPD has office space available in the Kessler Park office building to house staff; and

**WHEREAS**, SBCSD has inspected the BRPD available office space and finds it to be adequate; and

**WHEREAS**, BRPD is willing to provide SBCSD with available office space pursuant to mutually agreed upon terms.

**NOW THEREFORE**, SBCSD and BRPD mutually agree to the following terms and conditions:

## TABLE OF CONTENTS

I.	BRPD RESPONSIBILITIES.....	3
II.	SBCSD RESPONSIBILITIES .....	3
III.	MUTUAL RESPONSIBILITIES.....	3
IV.	FISCAL PROVISIONS.....	3
V.	TERM .....	4
VI.	EARLY TERM .....	4
VII.	GENERAL PROVISIONS.....	4
VIII.	CONCLUSION .....	5

## **I. BRPD RESPONSIBILITIES**

BRPD shall:

- A. Provide adequate office space for one (1) SBCSD staff member at the Kessler Park office building, located at 18401 Jurupa Ave, Bloomington, California, for the term of this MOU. Space will include one (1) closed door office for individual staff use.
- B. Provide shared common space for access and convenience of BRPD restrooms.
- C. Not exercise any control or supervision over SBCSD staff. SBCSD shall ensure consistency with BRPD, Human Services, and San Bernardino County policies and procedures are maintained at all times.
- D. Contact SBCSD Administration regarding any concerns and/or suggestions for overcoming problem areas and/or recommendations for changing procedures.
- E. Provide building keys for access in order for SBCSD to manage their assigned space.
- F. Provide electricity and use of dumpsters for disposal of office waste. No other utilities are provided.
- G. Provide facility maintenance which consists of custodial, grounds, and building maintenance.

## **II. SBCSD RESPONSIBILITIES**

SBCSD shall:

- A. Coordinate through the County Innovation and Technology Department (ITD) the installation of any copier, telephone, communication, and/or computer equipment, including software and hardware, required to conduct business, at SBCSD expense.
- B. Not hold BRPD responsible, financially or otherwise, for any action taken by a state agency that would require the removal of SBCSD staff from the Kessler Park office building or termination of this MOU in whole or in part.
- C. Not relocate or change the designated areas for staff usage without a written request provided to and approved by BRPD.
- D. Keep and maintain the office space in good order, repair, and condition at all times.
- E. Reimburse BRPD for any charges that may be incurred based upon the percentage of occupancy or space that is allocated to SBCSD at the Kessler Park office building and reimburse for any additional charges incurred based upon the percentage of space allocated.
- F. Reimburse BRPD for any damages or repairs to the office space caused by or attributable to SBCSD's use of the office space.

## **III. MUTUAL RESPONSIBILITIES**

- A. BRPD and SBCSD agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each Party may perform its duties and functions under this MOU; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. All BRPD and SBCSD staff agrees they will make reasonable efforts to report problems and disputes and engage in resolution of such matters at the lowest possible staff level as reasonable. If resolution cannot be found at the lowest staff level, the issue will be reported to the designated representative/position identified in Section III. E, below, and then elevated through mutual chains of command.
- C. BRPD and SBCSD agree that all items used by SBCSD while occupying space in the Kessler Park office building, including but not limited to, office furniture and equipment, building fixtures, appliances, etc., in common shared spaces and provided by BRPD, will remain the property of BRPD during the term of the MOU and following the termination of the MOU.

- D. BRPD and SBCSD agree that all items, including but not limited to, furniture and equipment, purchased by SBCSD, for their exclusive use while occupying space in the Kessler Park office building will remain the property of SBCSD at the termination of the MOU.
- E. BRPD and SBCSD shall designate a qualified representative to discuss any concerns, questions, reports, disputes, and/or suggestions about the Kessler Park office building space. The Parties shall contact the designated BRPD and SBCSD staff with any concerns, questions, and/or suggestions about the Kessler Park office building space if they are unable to come to a mutually satisfactory resolution, as noted in Section III. Mutual Responsibilities, Item A. The designated qualified representative/position to receive any concerns, questions, reports, disputes, and/or suggestions about the Kessler Park office building space shall be:

**SBCSD Representative**

*Joe Cordaro, Maintenance Manager*  
655 E. 3<sup>rd</sup> Street, San Bernardino CA 92415  
Email: [jcordaro@sbcasd.org](mailto:jcordaro@sbcasd.org)  
Phone: (909) 387-0640

**BRPD Representative/Position**

*Glenn Jacklin, Operation Manager*  
825 E. Third Street, San Bernardino, CA 92415  
Email: [gjacklin@sdd.sbcounty.gov](mailto:gjacklin@sdd.sbcounty.gov)  
Phone: (909) 361-2337

**IV. FISCAL PROVISIONS**

- A. SBCSD will be leasing a total of approximately 120 square feet at the Kessler Park office building location.

- Custodial \$0.19 psf/mo
- Grounds \$0.04 psf/mo
- Maintenance \$0.25 psf/mo
- Total: \$57.60 per month

- B. BRPD will invoice SBCSD the monthly lease amount and incurred utilities (i.e., electricity and water) cost based upon the percentage of occupancy or space that is allocated to SBCSD at the Kessler Park office building. Invoices should be sent to:

San Bernardino County Sheriff's Department  
655 E. Third Street  
Bureau of Administration – Accounts Payable  
San Bernardino, CA 92415-0061

Or

Via email to: [BofA-accountspayable@sbcasd.org](mailto:BofA-accountspayable@sbcasd.org)

- C. Upon termination of this MOU, SBCSD will be fiscally responsible to replace or repair any damaged component accessories and equipment, except for normal wear and tear.
- D. SBCSD shall be charged directly for, and be responsible for payment of, all SBCSD related telephone use and access charges.
- E. There shall be no other financial remuneration to or from either Party, unless expressly provided for within this MOU, for the term of this MOU.

**V. TERM**

This MOU is effective as of April 1, 2022 and will expire on March 31, 2027 unless mutually terminated earlier in accordance with provisions of Section VI of this MOU. The term may be extended upon mutual agreement of the Parties.

## **VI. EARLY TERMINATION**

This MOU may be terminated without cause by either Party. Both Parties agree to provide termination notification as far in advance as possible, but either Party may terminate at any time and for any reason upon thirty (30) days advance written notice to the other Party. The Department of Public Works – Special Districts Director, or his/her designee, is authorized to exercise BRPD's rights with respect to any termination of this MOU. The SBCSD Sheriff/Coroner/Public Administrator, or his/her designee, has authority to terminate this MOU.

## **VII. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both Parties, and approved by the Board of Supervisors/Directors as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. The Parties agree to abide by all applicable state, federal, local laws, and regulatory requirements.
- D. SBCSD agrees to indemnify, defend (with counsel approved by BRPD) and hold harmless BRPD and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this MOU.
- E. BRPD agrees to indemnify, defend (with counsel approved by SBCSD) and hold harmless the SBCSD and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this MOU.
- F. In the event SBCSD and/or BRPD is found to be comparatively at fault for any claim, action loss or damage which results from their respective obligations under the MOU, SBCSD and/or BRPD shall indemnify the other to the extent of its comparative fault. Furthermore, if SBCSD or BRPD attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the SBCSD or BRPD agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- G. SBCSD is a self-insured public entity. As such, without in any way affecting the indemnity herein provided and in addition thereto, SBCSD shall maintain throughout the term of this MOU, its standard self-insurance general liability policy. Without in any way affecting the indemnity herein provided and in addition thereto, BRPD warrants to SBCSD that it is lawfully self-insured with respect to the liabilities it might incur with respect to this MOU and BRPD shall maintain self-insurance throughout the term of this MOU.

## **VIII. CONCLUSION**

- A. This MOU is the full and complete document describing services to be rendered by BRPD and SBCSD including all covenants, conditions and benefits.
- B. The recitals appearing at the outset of the MOU are incorporated into the terms hereof by this reference and constitute constructive terms of this agreement.
- C. This Contract 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



Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

- D. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**WITNESS WHEREOF**, this MOU has been fully executed on behalf of SBCSD and BRPD by their duly authorized representatives.

SAN BERNARDINO COUNTY  
SHERIFF-CORONER-PUBLIC ADMINISTRATOR

► 

Curt Hagman, Chairman, Board of Supervisors

Dated: MAR 29 2022

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

Lynna Monet  
Clerk of the Board of Supervisors  
San Bernardino County

By



Deputy

BLOOMINGTON RECREATION & PARKS  
DISTRICT

► 

Curt Hagman, Chairman, Board of Directors

Dated: MAR 29 2022

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

Lynna Monet, Secretary

By



Deputy