

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ONTARIO AND
SAN BERNARDINO COUNTY FOR
LAW ENFORCEMENT SERVICES AT CUCAMONGA-GUASTI PARK**

This Memorandum of Understanding (“MOU”) is entered into this 11th day of March 2026 (“Effective Date”), by and between the City of Ontario, a California municipal corporation (“City”), through the Ontario Police Department (“OPD”), and San Bernardino County, a political subdivision of the State of California (“County”). City, OPD and the County may be individually referred to herein each as a “Party” and collectively as the “Parties.”

RECITALS

A. The County is the owner and operator of Cucamonga-Guasti Regional Park (the “Park”), a regional public park within the geographical boundaries of the City, located at 800 N. Archibald Avenue.

B. OPD is the duly established and authorized municipal law enforcement agency for the City, with jurisdiction to enforce state and local laws within the City’s incorporated limits.

C. Although the Park is owned and operated by the County, it is located within the City’s incorporated boundaries, and situations periodically arise within the Park that require a law enforcement response to promote and protect public health, safety, and welfare of the public.

D. The County desires to coordinate with OPD to ensure timely, effective, and consistent law enforcement response to incidents occurring within the Park.

E. OPD, is willing to provide law enforcement services at the Park, including but not limited to response to service calls, enforcement of applicable laws and ordinances, and public safety support, in cooperation with the County.

F. OPD and the County desire to enter into this MOU to formalize their understanding and establish a framework under which OPD may respond to service calls and otherwise provide police services within the Park.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Term and Termination.

1.1 The term of this MOU shall begin upon the signature of all the Parties (“Effective Date”) and shall continue for a period of three (3) years. This MOU shall automatically terminate following three years, unless the Parties mutually agree in writing to extend the term. Either Party may terminate this MOU for any reason upon giving 90 days’ written notice of termination to the other Party.

2. The County Agrees to:

2.1 Permit OPD to conduct law enforcement training activities within the Park up to four (4) times per calendar year. OPD shall provide the County with at least ten (10) days’ advance

written notice prior to each training exercise. Such trainings shall be coordinated with the County to minimize disruption to general Park operations. The County acknowledges that the nature of law enforcement training may require temporary, limited access restrictions in certain areas of the Park during such exercises. Following each training, OPD shall take reasonable steps to restore any affected areas to their prior condition, reasonable wear and tear excepted.

3. The City Agrees to:

3.1 Provide patrols throughout the Park during the Park's operational hours and special events, and to respond to calls for service in the Park, if City personnel are available.

4. It Is Mutually Agreed:

4.1 Such enforcement shall be conducted pursuant to the existing, internal enforcement procedures of the City and the County for the enforcement of ordinances and the Park Rules (attached hereto as Exhibit A and incorporated herein by this reference), and subject to the following joint procedures:

- a. The use of administrative citation penalties and criminal fines complies with the amounts set forth at California Government Code section 25132; and
- b. Use of a uniform system of notation for describing the applicable City ordinance violation section in a citation, beginning with the correct reference to the City ordinance.

4.2 The County agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless City and its authorized officers, employees, agents and volunteers ("City Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of County's performance under this MOU, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of City Indemnitees. County's indemnification obligation applies to City's "active" as well as "passive" negligence, but does not apply to City's "sole negligence" or willful misconduct within the meaning of Civil Code Section 2782.

4.3 The City agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County, and their authorized officers, employees, agents and volunteers ("County Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of the City's performance under this MOU, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of County Indemnitees. City's indemnification obligation applies to County's "active" as well as "passive" negligence, but does not apply to County's "sole negligence" or willful misconduct within the meaning of Civil Code Section 2782.

4.4 In the event City or the County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, City and/or the County shall indemnify the other to the extent of its comparative fault. Notwithstanding indemnification for any claim, action, loss or damage involving a third party, City and the County hereby waive any and all rights of subrogation recovery against each other.

4.5 Notwithstanding any authority granted to OPD under this MOU, nothing in this Agreement shall be construed to create or impose an affirmative duty on OPD or any officer or employee thereof to actively patrol the Park, to monitor County property, or to enforce County ordinances. The City and OPD shall retain discretion to determine the manner, timing, and extent of any law enforcement or code enforcement activities conducted pursuant to this MOU.

4.6 City and the County 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.

4.7 All Parties hereto warrant that they are duly authorized to execute this MOU on behalf of said Parties and that, by so executing this MOU, the Parties hereto are formally bound to this MOU.

4.8 Except on subjects preempted by Federal law, this MOU shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all Local, County, State and Federal laws and ordinances with respect to performance under this MOU.

4.9 If any clause or provisions of this MOU is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this MOU shall not be affected but shall remain in full force and effect.

4.10 This MOU cannot be amended or modified in any way except in writing, signed by all Parties hereto.

4.11 In the event of litigation arising from this MOU, each Party to this MOU shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to Sections 4.2 through 4.4 above.

4.12 This MOU may be signed 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.

4.13 Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the Party to be served as follows:

To OPD:

Mike Lorenz, Chief of Police
2500 S. Archibald Avenue
Ontario CA 91761

To the County:

Jose Canedo, Deputy Director
286 W. Hospitality Lane, Suite 303
San Bernardino, CA 92408

4.14 Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of San Bernardino and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

4.15 Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

4.16 This MOU constitutes the final, complete, and exclusive statement of the terms of the MOU between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither party has been induced to enter into this MOU and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

5. Interpretation.

5.1 The Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

[Signature Page on Following Page]

**SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING FOR
LAW ENFORCEMENT SERVICES AT CUCAMONGA-GUASTI PARK
BETWEEN THE CITY OF ONTARIO AND
SAN BERNARDINO COUNTY**

IN WITNESS WHEREOF, San Bernardino County and the City of Ontario have each caused this Memorandum of Understanding to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

CITY OF ONTARIO

(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Rudy Lopez, Police Deputy Chief

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

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title Deputy Chief of Police

(Print or Type)

By _____
Deputy

Dated: _____

Address _____

Exhibit A

Park Rules

- All vehicles and drivers must be legally licensed
- Camping, fishing, horseback riding and picnicking are permitted in designated areas only. Daily fishing fee required including a current fishing license.
- Campfires are permitted only in stoves or provided barbecues and campfire rings.
- Persons shall not remove, destroy or mutilate any park property.
- Trash receptacles must be used at all times.
- All motor-driven vehicles and bicycles must observe posted speed limits, remain on roadway and park only in designated areas.
- Fireworks and firearms are prohibited at Cucamonga-Guasti Regional.
- Children eight (8) years of age and under must be accompanied by a person sixteen (16) years of age or older at all times.

Pet Rules

- Pets must be kept on a leash no longer than 6' at all times, per County Ordinance. Pets can be tethered on the concrete table, sewer pipe vent, or RV unit. Pets may not be tethered to trees, shrubs or staked to the grass. Pet owners must pick up after their pets. All pets over four (4) months must have current vaccination with a rabies vaccine approved by the CA State Dept of Public Health and be officially tagged (licensed) per County Ord# 1764 Sec.32027. Records must be shown upon request.
- All vehicles must have current registration tags and proof of insurance. Drivers must have driver's license.

- Changing oil and working on vehicles is not allowed on the campsites.
- Fireworks and firearms are prohibited on all San Bernardino County Parks.
- Operating off-road vehicles on the park is prohibited.
- Damaging trees is not allowed and may result in prosecution. This includes nothing being tied to trees, including dogs, awnings, shade covers, clothes, etc. No cutting or breaking of limbs permitted.
- Littering is unlawful and may result in prosecution. Please use receptacles that are placed throughout the campground. Only usual and customary household trash permitted, all other trash is up to the camper to dispose of properly. Please keep the park clean for all to enjoy.

- Guests must obey all speed and traffic limits. Speed limit in park is 20mph. Please observe directional arrows. Remember children play here,
- Each guest vehicle will be charged \$10* entry fee on Monday through Friday, \$15* on Saturday and Sunday, and \$20* on holidays and holiday weekends which include New Year's Day, Presidents Day, Easter, Memorial Day, Labor Day, 4th of July, and Thanksgiving Day (*new park fees effective May of each year).
- It is against County rules to solicit any person or to run a business on county property.
- Violation of any park rule, county ordinance, local, state or, federal law can result in prosecution and/or eviction. These rules were made to benefit everyone, thank you for reading and abiding by them. Park staff is available to serve you in any way we can. We hope you enjoy your stay, please come again.

