



Contract Number

SAP Number

## MUSEUM

Department Contract Representative	Melissa Russo
Telephone Number	909-798-8608
Contractor	Statistical Research, Inc.
Contractor Representative	Donn Grenda
Telephone Number	909-335-1896
Contract Term	June 9, 2020 – June 21, 2021
Original Contract Amount	\$46,350
Amendment Amount	
Total Contract Amount	\$46,350
Cost Center	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino, Museum Department (County) is an AAM-accredited museum and a recognized curation facility that meets and curates to federal (36 C.F.R. 79 and D.M. 411) and California State standards, as well as professional and scientific standards; and

**WHEREAS**, Statistical Research, Inc. (Depositor) wishes County to provide curation services for the below stated projects; and

**WHEREAS**, County agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Depositor mutually agree to the following terms and conditions:

1. Project:

- (a) In connection with the project known as, TASK ORDER 0817000039 (EA: 08-1H410-3) CROWDER CANYON SALVAGE DATA RECOVERY, Depositor requires archaeological and/or paleontological services in order to comply with applicable laws and regulations. The San Bernardino County Museum is a recognized repository for archaeological and paleontological materials. County's staff includes persons having the necessary expertise and experience to perform the necessary services in an efficient and professional manner.
- (b) The unique curation numbers for the above stated projects are as follows: **SBCM-6356**.

2. Services to be Provided:

- (a) Except as modified in accordance with this contract, County shall provide the services set forth in Exhibit "A" (Scope of Services), which is attached to and incorporated in this contract, for the compensation set forth in Exhibit "B" (Project Costs), which is also attached to and incorporated in this contract. In addition, County may submit revised estimates and exhibits to Depositor for approval at any time during the performance of this contract.
- (b) County agrees to curate any/all collection from the above specified projects. Any changes to the project locations, i.e., permitted area or area of potential effects APE requires a new curation agreement.
- (c) County shall determine staffing and procurement requirements for its work, and shall make all necessary arrangements for the provision of such staff and supplies.
- (d) County is an independent contractor with respect to this contract. County shall perform all the usual functions of an employer with respect to County's employees, including the provision of workers' compensation coverage as required.
- (e) County shall designate a project manager, who shall serve as the primary contact person for matters relating to this contract.

### 3. Compensation:

- (a) County shall be compensated for services under this contract at the rates set forth in County Code section 16.0218, Museum. Exhibit "B" (Project Costs) includes a statement of the rates in effect at the time of execution of this contract. Those rates are subject to change during the performance of services under this contract by amendment of the County Code. The rates in effect at the time of performance of a particular service shall apply to that service.
- (b) Payment of Storage Costs must be made at the time of deposit unless otherwise arranged in advance. Partial boxes will not be prorated.
- (c) County shall submit monthly invoices to Depositor for services performed. Except for storage costs, which must be paid for in advance or at the time of delivery, Depositor shall pay invoiced amounts within 30 days from the date of the invoice. Depositor shall be liable for interest on amounts unpaid within 30 days, at the rate of 10% per annum.
- (d) Depositor's total costs for services under this contract shall not exceed the amount estimated in Exhibit "B", unless a revised estimate is approved by the Depositor and County, by and through its authorized representative, as an amendment to this contract.
- (e) Payment for services shall be by check or money order, payable to "San Bernardino County Museum", and shall be mailed or delivered to: Accounts Receivable, San Bernardino County Museum, 2024 Orange Tree Lane, Redlands, CA 92374.
- (f) County will maintain reasonable documentation of its costs of performing the services, and will make such documentation available to Depositor upon request.

### 4. Depositor Responsibilities

- (a) For archaeological deposits, depositor agrees to comply with the San Bernardino County Museum's Curation Requirements for Incoming Archaeological Collections ("Curation Requirements"). These requirements have been provided to Depositor and are attached to and incorporated in this Contract as Exhibit C.
- (b) For paleontological deposits, depositor agrees to comply with the San Bernardino County Museum's Curation Requirements for Incoming Paleontological Collections ("Curation Requirements"). These requirements have been provided to Depositor and are attached to and incorporated in this Contract as Exhibit D.
- (c) Depositor understands and agrees that no collection may be delivered without an appointment.

Depositor must notify the Curator of Anthropology (archaeological projects) and/or the Curator of Earth Sciences (paleontological projects) at least two weeks prior to delivery.

- (d) Upon receipt, the collection will be assessed for compliance with the Curation Requirements prior to acceptance. If further preparation for curation is required, the Depositor will pay applicable fees, including time and materials for museum staff to complete the preparation at the following rates: actual cost plus overhead.
- (e) Human remains, funerary objects, sacred objects, and objects of cultural patrimony as defined by the Native American Graves Protection Repatriation Act (NAGPRA) will not be accepted for curation, except with special permission from affiliate tribe.

5. Disputes:

The Parties agree to attempt to resolve any disputes arising out of this contract informally and in good faith. Each party reserves the right to suspend work or terminate this contract in the event a dispute is not satisfactorily resolved.

6. Ownership of Materials and Documents:

Archaeological, paleontological, and related materials will be curated into the permanent collections of an established public institution with retrievable storage and permanent staffing, i.e., a curator. The institution shall be a recognized repository for archaeological and paleontological resources meeting the requirements of and acceptable to the public agency issuing the permit or having final review over the project. Supporting documentation including field notes, maps, laboratory and curatorial records shall be maintained with the specimens. Unless otherwise specified in Exhibit "A", the curating institution shall be the Museum. All materials so curated and supporting documentation shall be held in public trust, accessioned into the collections of and become the property of the County. Collections made on federally administered lands shall, to the extent required by law, remain the property of the federal agency having jurisdiction and shall be entered into the Museum collections as a loan from that agency. Landownership is determined based on the landowner *at the time* of excavation or removal. Depositor makes no warranty whatsoever with regard to title or ownership of the archaeological and/or paleontological specimens and related materials.

7. Amendments:

All amendments to this contract, including its exhibits, shall be in writing and signed by authorized representatives of the parties.

8. Term:

Unless terminated earlier, this contract shall remain in effect from the day it is approved by both parties until the completion of and payment for the services hereunder or March 11, 2020 whichever is earlier.

9. Termination for Convenience:

County may terminate this contract, with or without cause, upon 30 days written notice to Depositor. Depositor's obligation to pay County for services performed prior to the effective date of termination shall survive termination of this contract.

10. Venue

The parties acknowledge that this contract was entered into in San Bernardino County, and that the jurisdiction and venue for any action or claim brought by any party to this contract will be the United States District Court, Central District of California. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the United States District Court, Central District of California.

11. Applicable Law:

This contract shall be construed and interpreted in accordance with the laws of the State of California.

12. Attorney' Fees and Costs:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this contract.

13. Change of Address

Depositor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

14. Agreement Assignability

The agreement is not assignable by Depositor either in whole or in part, without the prior written consent of the County.

15. Improper Consideration

Depositor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Depositor shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Depositor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Inaccuracies or Misrepresentations

If in the course of the administration of this Agreement, the County determines that Depositor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Employment of Former County Officials

Depositor agrees to provide or has already provided information on former County of San Bernardino administrative officials, as defined below, who are employed by or represent Depositor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of County. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit or Safety Management Unit.

18. Disclosure of Information

All information received by the County from any source concerning this contract, including the contract itself, may be treated by the County as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). Depositor understands that although all materials received by the County in connection with this contract are intended for the exclusive use of the County, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a Depositor has reasonably requested County to hold in confidence is made to the County, the County shall notify the Depositor of the request and shall thereafter disclose the requested information unless the Depositor, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides County a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the County harmless in any/all actions brought to require disclosure. Depositor waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event County fails to notify Depositor of any such disclosure request and/or releases any information concerning the contract received from the Depositor or any other source.

19. Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

20. Mutual Covenants

The parties to this Contract 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".

21. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

22. Legality and Severability

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

23. Notice:

All written notices in connection with this contract shall be forwarded to the parties at the following addresses:

County: c/o: Melissa Russo, Director San Bernardino County Museum 2024 Orange Tree Lane Redlands, CA 92374	Depositor: c/o: Donn Grenda Statistical Research, Inc 21 West Stuart Avenue Redlands, CA 92373
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24. Entire Agreement:

This agreement, including attached Exhibits A B, and C, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

25. Contract Execution:

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

BOARD OF SUPERVISORS

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

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

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Katherine M. Hardy, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Melissa A. Russo, Museum Director

Date \_\_\_\_\_

Scope of Services

County shall provide the following services under this contract:

A. Curatorial Services.

As a federally recognized repository, the Anthropology and Earth Sciences Divisions of the San Bernardino County Museum (SBCM) will provide curation services for Statistical Research, in regards to their archaeological collection from the California Department of Transportation District 8 Crowder Canyon Salvage Data Recovery under Task Order 0817000039 (EA: 08-1H410-3).

Thirteen (13) boxes of archaeological material and five (5) oversized objects of archaeological material will be accepted and curated into the Anthropology Division collections.

For archaeological collections: Objects will remain in the acid-free boxes in which they were deposited. Oversized objects will be housed separately on custom drawers, high-capacity drawers. All documents will be housed within their archival folders and onto document shelving. Locality data provided to the SBCM will be entered into the Division's ArcGIS map. Hard copy maps as well as locality sheets with all coordinate data will be stored in archival cabinets in a temperature and humidity-controlled restricted area. Electronic files, photographs, field notes, the final report of findings and any other ancillary data germane to this collection will also be digitized and managed on secure county servers. Objects are curated and tracked using ARGUS, a cloud-based collection software, which allows for full object descriptions, geospatial data, and location in the museum. Each item that is individually labeled with a museum accession number will remain with its associated project in perpetuity, with the exception of oversized objects.

Human remains, funerary objects, sacred objects, and objects of cultural patrimony as defined by the Native American Graves Protection Repatriation Act (NAGPRA) will not be accepted for curation, except with special permission from affiliate tribe.

For paleontological collections: The objects will be stored in standard 37-inch geologic specimen cases in addition to oversized heavy-duty steel shelving units, if necessary. The SBCM will place the objects into archival boxes in the specimen drawer.

The SBCM is a federally recognized, accredited repository whose collection and curatorial policies are in conformance with all national standards. The SBCM will assess identifications, inconsistencies, and/or deficiencies in the master catalog provided by the Depositor. If the "Curation Requirements" according to Exhibit C are not met and further preparation for curation is required, the depositor will be billed for time and materials according to Exhibit B.

Upon delivery, a temporary receipt will be issued. During this time, the collection is fully assessed for compliance to the above guidelines. Once completed, a gift letter (for a private landowner) or a permanent loan letter (for a federal/tribal landowner) will be sent to the contractor, along with a copy of the processed payment.

## Project Costs

A. Rates.

County shall charge Depositor for services at the rates provided for in the County Code at the time the services are provided. The rates in effect on the date of execution of this contract, which are subject to change by amendment of the County Code, are as follows:

## Category:

(1) Professional/Supervisory Personnel, if needed	Actual cost plus overhead
(2) Site Records Localities (Paleo only), if needed	\$250.00 per quad
(3) Storage Costs	\$2,575/cubic foot

\*Partial boxes will be charged the full fee. Oversized objects that do not fit in box, i.e., ground stone, or any box weighing over 30lbs, will also be charged the full fee.

**TOTAL CONTRACT AMOUNT: CURATION/STORAGE      \$46,350**



## SBCM CURATION REQUIREMENTS FOR INCOMING ARCHAEOLOGICAL COLLECTIONS

1. The collection must be cleaned identified, catalogued, and analyzed by the depositor prior to storage.
2. Cleaning: All soiled items should be dust-wiped or washed, but not submerged, with plain water. For objects that have the potential to yield microfossil residues or samples, please dry brush as much as you can into bags, though please limit to 50-100 grams. Any extra soil can be recoded on your Master Catalog and then discarded. Please make sure the soil is DRY before bagging. Bags should not be filled over two-thirds full and double bagged with labels applied to both bags. The soil sample should be catalogued on your Master Catalog with all the provenance information. Also, double bag the object itself and label "unwashed, dry-brushed," or similar, to document the cleaning process. Please notate all tools and methods used for cleaning.
3. Cataloguing: An assigned "SBCM" curation number should be obtained from the Curator of Anthropology (Tamara Serrao-Leiva). This number should appear on all objects, labels, boxes, and documents. The catalog number consists of the curation number plus an object number, i.e., SBCM-6356-1, SBCM-6356-2. Also accepted will be catalog numbers with the state assigned number.
  - a. A group of similar items of the same material from the same provenience which have no important distinguishing characteristics and are not individually diagnostic (such as unused flakes, unidentifiable bone fragments, unidentifiable metal fragments) may be given a single "lot" catalogue number. Grouping material for bulk or "lot" cataloguing is normally considered part of the artifact analysis and professional judgment should be used. Remember to note the count.
  - b. Diagnostic artifacts (such as projectile points, ground stone, rim and base sherds, bone tools, bottle necks, bottle bases with maker's marks, and similar identifiable items) should be given individual catalogue numbers. This will permit their individual identification in the repository's collection database. Contact the Division Curator with questions.
4. Analysis: Please do not curate any unprocessed soil samples. We also do not recommend curating fire-affected rock. That being said, any items that are discarded, please note in master catalogue.
5. Supplies: Collections must be boxed in heavy duty acid-free polypropylene and polyethylene corrugated board storage boxes, 10" high x 12" wide x 15" long (approx. 1 cu . ft.) made of long-term storage with an overall weight of not-to-exceed 30 pounds. Items too large or heavy to box should be clearly and permanently labeled with the site number and catalogue number with an acid-free tie and waterproof label. Small to medium sized artifacts can be bagged in 4 mil bags with a zip top. SBCM uses Acryloid B-72 acrylic resin to sandwich the inked number). Oversized objects that do not fit in a box should have a paper label attached. This label should contain information about the artifact and collection associated like project name, site number, catalogue number, artifact type, and weight. The label should be placed in a protective sleeve (or laminated) and attached to the object with a cotton string. No further packaging is needed.
6. Boxes must be labeled on the exterior with the SBCM number as well as the contents of the box (e.g., debitage, manos, etc). Boxes can contain more than one material class of artifacts, but please use dividers, insert trays, or smaller boxes to ensure fragile items are not compromised. All boxes, bags, and labels must be of acid-free materials. Perishable artifacts must be bagged separately and clearly labelled before placing in the box.
7. A hard copy of all appropriate landowners permits, reports, catalogues, site records, photographs, slides, site maps and field notes must accompany the collection. Please include SBCM-# on ALL digital and physical copies. A copy of the catalogue should be submitted on a PC-compatible disk, clearly labeled with the names of the files and the name of the software used. Place these documents in an acid-free box and add them to the final box count.