

MEMORANDUM OF UNDERSTANDING
Between
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
and
COUNTY OF SAN BERNARDINO ECONOMIC DEVELOPMENT AGENCY/DEPARTMENT
for
EDUCATION PROGRAMS AND CAREER PATHWAYS

December 20, 2016

WHEREAS, The County of San Bernardino Economic Development Agency, and more specifically, the Economic Development Department, hereinafter referred to as ED, desires an active role in building Countywide K-12 educational programs and pathways to assist in the growth of businesses and industries within the County of San Bernardino; and

WHEREAS, The ED finds the San Bernardino County Superintendent of Schools, hereinafter referred to as SBCSS, as a qualified partner to provide such programs because of its role in the education community; and

NOW THEREFORE, ED and SBCSS mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. Economic Development Department (ED) – The Economic Development Agency’s mission is to create, maintain and grow the economic value of San Bernardino County (County). ED, as part of the Economic Development Agency, provides support and staffing to fulfill this mission. ED aligns its goals and objectives to support the Countywide Vision, and works collaboratively with all 24 cities and other local agencies. ED works with businesses and industry sectors in an attempt to attract jobs and economic opportunities to the County.
- B. San Bernardino County Superintendent of Schools (SBCSS) – SBCSS provides a wide array of programs and services to help teachers and the districts within San Bernardino County provide learning opportunities to students. SBCSS also provides educational leadership to school districts and advocates both locally, statewide, and nationally for policies and resources that are in the best interest of the educational needs of the students Countywide. SBCSS understands and participates in programs and initiatives at the K-12 level to enhance student outcomes and graduation attainment.

II. SBCSS RESPONSIBILITIES

SBCSS shall:

- A. Partner with the ED staff and local economic and workforce entities as facilitated by ED, to gain insight and to better understand issues related to educational efforts with a focus on industry workforce needs.
- B. Engage with ED staff and other local economic and workforce partners to support the linkage of business to education, including opportunities to collaborate on relevant programs and initiatives with an outcome of student success and preparation for career and college, particularly in focused industry sectors vital for economic retention, expansion and growth of businesses.
- C. Provide and/or develop additional support or activities as part of the on-going partnership.

III. ED RESPONSIBILITIES

- A. As authorized by the Deputy Executive Officer for Workforce and Economic Development, the Economic Development Manager, or other designated Economic Development Agency representative, will serve SBCSS and the business community in a collaborative and informative capacity on workforce and economic development issues related to building Countywide K-12 educational programs and pathways.
- B. The ED representative will attend and participate in meetings, conferences, trainings, and planning sessions to facilitate connections between County Schools and the Workforce and Economic Development Departments for the purpose of leveraging resources, and strategic planning to support the effort to educate and prepare students to fill a talent pipeline for local employers.
- C. The ED representative, will provide technical support by sharing information and other industry relevant data, to assist in the alignment of educational programs and pathways that address the most critical needs of local employers and the local industry sector employment base.
- D. Provide and/or develop additional support or activities as part of the on-going partnership.

IV. ED GENERAL RESPONSIBILITIES

- A. ED shall provide the services described herein on a mutually agreed upon schedule during the term of this MOU.
- B. Any additional services which may be requested by SBCSS must be mutually agreed upon through an amendment to this MOU.
- C. ED shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within the County of San Bernardino.
- D. ED shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.

V. INDEMNIFICATION

SBCSS agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its elected officials, officers, employees, agents and volunteers, at SBCSS' sole expense, from and against any and all claims, actions, losses, damages, liability, and/or legal proceedings brought against County, its elected officials, officers, employees, agents and volunteers arising out of the performance of SBCSS under this contract.

The County agrees to indemnify, defend (with counsel reasonably approved by SBCSS) and hold harmless SBCSS and its authorized officers, employees, agents and volunteers, at County's sole expense, from and against any and all claims, actions, losses, damages, liability, and/or legal proceedings brought against SBCSS, its authorized officers, employees, agents and volunteers arising out of the performance of the County under this contract.

Notwithstanding the foregoing, neither party shall be liable for the defense or indemnification of the other party for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the other party.

In the event the both parties are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the MOU, the parties shall indemnify the other to the extent of its comparative fault.

VI. INSURANCE REQUIREMENTS

ED and SBCSS 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.

VII. FISCAL PROVISIONS

- A. The maximum amount of payment under this MOU shall not exceed \$30,000 (thirty thousand dollars). The consideration to be provided herein, shall be in full payment for all services and expenses incurred in the performance hereof.
- B. ED shall provide an invoice to SBCSS requesting payment in full for the services provided. SBCSS shall pay the invoice within 60 days by way of Electronic Funds Transfer (EFT) to the County. ED shall provide any necessary information to SBCSS in order to carry out the EFT.

VIII. TERM

This MOU is effective as of December 20, 2016, and expires on December 19, 2017, but may be terminated earlier in accordance with the provisions of Section IX of this MOU.

IX. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The Chief Executive Officer, or his/her appointed designee, is authorized to exercise ED's rights with respect to any termination of this MOU.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of this MOU 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 this MOU 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 this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Board of Supervisors. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. This MOU may not be assigned without the prior written consent of the Chief Executive Officer or the Assistant Executive Officer, Finance and Administration.
- D. Each party (Party) understands and agrees that any and all legal fees or costs associated with lawsuits concerning this MOU shall be the sole expense of each of those Parties. In the event of any MOU dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

XI. CONCLUSION

- A. This MOU, consisting of 6 pages, is the full and complete document describing the partnership between ED and SBCSS including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and SBCSS each have caused this MOU to be executed as of the date of approval of the Board of Supervisors.

COUNTY OF SAN BERNARDINO
Economic Development Agency/Department

► _____
James Ramos, 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

COUNTY OF SAN BERNARDINO
SUPERINTENDENT OF SCHOOLS

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

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

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

Title _____
County Superintendent of Schools
(Print or Type)

Dated: _____

Address _____
601 North E Street
San Bernardino, CA 92415-0020
