

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SWEETWATER AUTHORITY  
AND THE BONITA MUSEUM AND CULTURAL CENTER**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Sweetwater Authority (“Authority”), whose address is 505 Garrett Avenue, Chula Vista CA 91910, and the Bonita Museum & Cultural Center (“Museum”), whose address is 4355 Bonita Road, Bonita CA 91902. The Authority and the Museum may be hereinafter referred to individually as “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, the Authority is a Joint Powers Agency formed pursuant to California Government Code Section 6500 et seq. and operating pursuant to the Irrigation District Law, Water Code Section 20500 et seq., which owns and operates a water system; and

**WHEREAS**, the Bonita Historical Society is a California nonprofit public benefit corporation which owns and operates the Bonita Museum & Cultural Center (“Museum”) dedicated to documenting the art, history and culture of the Sweetwater Valley; and

**WHEREAS**, the Parties are entering into this MOU to establish the terms and conditions under which the Authority will create an audio-visual display for the Museum’s Sweetwater Watershed Display.

**NOW, THEREFORE**, the Parties understand and agree as follows:

1. **Recitals.** The Recitals listed above are true and correct, and are hereby incorporated herein by reference.
2. **Term.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect while the Sweetwater Watershed Display is in use or until this MOU is terminated. This MOU may be terminated, without cause, by either Party upon 30 days’ written notice, or in the manner described in Section 6 of this MOU, which shall be delivered by mail to the address listed above.
3. **Responsibilities of the Authority.** The Authority shall fund a virtual display (the “Virtual Display”) for the proposed Kiosk (hereinafter “Kiosk” as more particularly described in Section 4 of this MOU) at the Museum known as the Sweetwater Watershed Display (“Watershed Display”). The Authority shall complete the Virtual Display by June 30, 2024 and total costs for the Virtual Display shall not exceed \$45,500. Authority staff shall contract the project with Alden Communications and work collaboratively with the Museum on the Virtual Display’s messaging and content. The Virtual Display and all content created for the Virtual Display shall be the sole property of the Authority and may be modified and used at its sole discretion at a different location as determined by the Authority. The Kiosk and the

hardware affixing the Virtual Display to the Kiosk shall be the property of the Museum. The Authority shall not be responsible for the maintenance, repair, upkeep, remodeling, or replacement of the Kiosk and hardware and shall not be held responsible for any damage to the Virtual Display or the Museum's property caused by the Museum, its visitors or by any other cause. The Authority shall be responsible for the software and contents of the Virtual Display and shall assist the Museum in updating the software, if necessary, and diagnosing and remediating any technical issues with the Virtual Display that may arise. The Authority shall not be responsible for raising or participating in additional fundraising associated with this project.

4. **Responsibilities of the Museum.** The Museum shall be solely responsible for the Watershed Display/Model, including its associated Kiosk, hardware for the audio visual component of the Virtual Display and Watershed Display, and any other items associated with this project that are not expressly the responsibility of the Authority pursuant to the terms of this MOU. The Museum shall maintain the Virtual Display and coordinate with the Authority in the event that there are needed repairs to the audio-visual component of the Virtual Display.
5. **Indemnification.** To the fullest extent permitted by law, the Museum shall defend (with counsel of the Authority's choosing) indemnify, hold the Authority, its directors, officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, liabilities, damage or injury of any kind, in law or in equity, to property or persons, including wrongful death, arising out of, pertaining to, or incident to any acts, errors, omissions, or willful misconduct of the Museum, its officers, directors, employees, contractors, agents, or volunteers, in connection with the performance of this MOU, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Museum's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its officials, officers, employees, agents or volunteers. In the event the Museum maintains broader coverage and/or higher limits than the minimums shown below, the Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by the Museum. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.
6. **Insurance.** The Museum shall procure and maintain, at all times during the term of this Agreement, the following insurance, and shall maintain the minimum limits set forth below, at its sole expense:
  - 6.1. **General Liability Insurance.** Commercial General Liability covering liability of the Museum with respect to all operations to be performed and all obligations assumed by the Museum under the terms of this MOU. Coverage for commercial general liability shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). Limits shall be no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to the

Museum (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Authority) or the general aggregate limit shall be twice the required occurrence limit.

- 6.2. **Automobile Liability:** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01) or equivalent, covering Symbol 1 (any auto), with a limit of one million dollars (\$1,000,000) for bodily injury and property damage for each accident.
- 6.3. **Workers' Compensation Insurance:** The Museum shall provide workers' compensation coverage as required by the State of California and Employer's Liability Insurance with a limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease, which may be provided through a permissibly self-insured certificate. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Authority, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer.
- 6.4. **Additional Insureds.** All insurance companies affording coverage to the Museum shall be required to add the Authority, its officials, officers, employees, and agents as "additional insured(s)" under the insurance policy(ies) required in accordance with this MOU at least as broad as ISO CG 2012. The Museum shall furnish (or cause to be furnished) a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate (and separate endorsement page) shall name the Authority, their officers, agents, employees, and authorized volunteers as additional insureds under the policy. Coverage provided hereunder to the Authority and Authority officials, officers, employees, and agents as additional insureds by the Museum shall be primary insurance (at least as broad as ISO CG 2001 0413) and other insurance maintained by Authority, its officials, officers, agents, and/or employees, shall be excess only and not contributing with insurance provided pursuant to this section, and shall contain such provision in the policy(ies), certificate(s) and/or endorsement(s). This insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the Authority, its officials, officers, employees, and agents.
- 6.5. **Insurance Company Requirements.** All insurance companies affording coverage to the Museum shall be insurance organizations acceptable to the Authority, and authorized by the Insurance Commissioner of the state Department of Insurance to transact business of insurance in the State of California. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-, VII or equivalent or as otherwise approved by Authority.
- 6.6. **Notices.** All insurance companies affording coverage shall provide thirty (30) days' written notice to the Authority should the policy be cancelled before the expiration

date. For the purposes of this notice requirement, any material change in the policy prior to the expiration date shall be considered a cancellation.

- 6.7. **Evidence of Insurance.** The Museum shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority Attorney, concurrently with the submittal of this Agreement.
- 6.8. **Substitute Certificate.** The Museum shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Museum to provide such a substitution and extend the policy expiration date shall be considered a default by the Museum and may subject the Museum to a termination of this Agreement.
- 6.9. **Museum Responsibility.** Maintenance of insurance by the Museum as specified in this Agreement shall in no way be interpreted as relieving the Museum of any responsibility whatsoever and the Museum may carry, at its own expense, such additional insurance as it deems necessary.
- 6.10. **Failure to Insure.** If the Museum fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, Authority has the right to obtain the insurance. The Museum shall reimburse Authority for the premium paid with interest at the maximum allowable legal rate then in effect in California. Authority shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid names of the insurer, and rate of interest. Said reimbursement and interest shall be paid by the Museum on the first day of the month following the notice of payment by Authority.
- 6.11. **Revised Requirements.** Authority, at its discretion, may require the revision of amounts and coverage at any time during the Term of this Agreement by giving the Museum sixty (60) days' prior written notice. Authority's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Museum's property and facilities. The Museum also agrees to obtain any additional insurance required by Authority for new improvements in order to meet the requirements of this Agreement.
- 6.12. **Default.** Notwithstanding the preceding provisions of this section, any failure or refusal by the Museum to take or maintain insurance as required in this Agreement, or failure to provide the proof of insurance, shall be deemed a default under this Agreement and in such event, Authority may terminate this Agreement upon three (3) days' written notice to the Museum.
7. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

8. **Governing Law & Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the sole and exclusive venue shall be the Superior Court of the County of San Diego.
9. **Entire Agreement.** This MOU, consisting of three pages, constitutes the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, promises, understandings and agreements, whether written or oral, among the Parties with respect to the subject matter hereof.
10. **Severability.** Should any term or portion of this MOU be held to be invalid, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
11. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**Sweetwater Authority**  
**505 Garrett Avenue**  
**Chula Vista, CA 91910**

---

Carlos Quintero, General Manager      Date

**Bonita Museum and Cultural Center**  
**4355 Bonita Road**  
**Bonita, CA 91902**

---

Wendy Wilson, Director      Date