

MEMORANDUM OF UNDERSTANDING

BETWEEN

IMPERIAL COMMUNITY COLLEGE DISTRICT

AND

**IMPERIAL COUNTY HISTORICAL SOCIETY
PIONEERS' MUSEUM**

EFFECTIVE THIS DAY OF

November 20, 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN

IMPERIAL COMMUNITY COLLEGE DISTRICT

AND IMPERIAL COUNTY HISTORICAL SOCIETY
PIONEERS MUSEUM

This MEMORANDUM OF UNDERSTANDING is hereby made as an agreement between Imperial Community College District, hereinafter called "IVC," and the Imperial County Historical Society / Pioneers' Museum, hereinafter called "Pioneers".

PURPOSE: The purpose of this MEMORANDUM OF UNDERSTANDING is to clearly identify the roles and responsibilities of each party as they relate to the implementation of the usage of Pioneer's property as an Emergency Operations Center (EOC) during times of emergency at IVC. The EOC is intended to help coordinate federal, state, county, and local public safety agencies, American Red Cross, Incident Command System, and the IVC district during times of natural or manmade emergencies such as bomb threats, fires, earthquakes, or any other mass casualty incidents that affect IVC or its campus community. To support this goal, IVC will conduct annual training(s) and will in advance inform Pioneers' in writing, email, or by telephone when the training(s) will be conducted.

Both IVC and Pioneers' should ensure that program activities are conducted in compliance with all applicable federal laws, rules, and regulations including Civil Rights and the Office of Management and Budget regulations governing cost issues.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mutual benefit for both parties is to provide a public service to ensure the safety of IVC students, staff, and visitors that are part of the community.

B. IVC SHALL:

1. Obtain keys and gate code and store them at the Parking Control Office in order to have access to them when Pioneers' is not in operation.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts IVC or Pioneers' from participation in similar activities with other public or private agencies, organizations, and individuals.
2. COMMENCEMENT / EXPIRATION / TERMINATION: This MOU takes effect upon the signature of IVC and Pioneers' and shall remain in effect from the date of execution. This MOU may be extended or amended upon written request of either IVC or Pioneers'. Either IVC or Pioneers' may terminate this MOU with a sixty (60) days written notice.
3. RESPONSIBILITIES OF PARTIES: IVC and their respective parties and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
4. PRINCIPAL CONTACTS: The principal contacts for this instrument are:

Imperial Valley College Contact

Sergio Lopez
Interim Vice President for
Student Services,
Director of Campus Safety
and Parking Control;
380 East Aten Road
Imperial, CA 92251
Phone: (760) 355-6456
FAX: (760) 355-6116
Email: Sergio.lopez@iimperial.edu

*Imperial County Historical Society /
Pioneers' Museum*

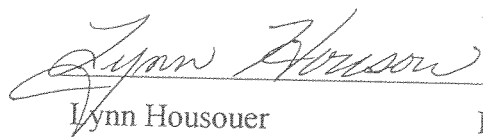
Lynn Housouer
Chief Executive Officer

373 East Aten Road
Imperial, CA 92251
Phone: 760) 352-3211
FAX: (760)3 52-5411
Email: ceo@pioneersmuseum.net

5. ON-GOING-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either IVC or Pioneers' to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of IVC or Pioneers' will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
6. ESTABLISHMENT OF RESPONSIBILITY: This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against IVC, its agents, its employees, or any person.
7. AUTHORIZED REPRESENTATIVES: By signature below, this certifies that the individuals listed in this document as representatives of their organizations are authorized to act in their respective areas for matters to this agreement.

Signed, with authority to bind, and effective the date set out on the cover page to this MOU.

 11/20/15
Sergio Lopez Date

 11/13/2015
Lynn Housouer Date

Interim Vice President for
Student Services,
Director of Campus Safety
and Parking Control;
Imperial Community College District
380 East Aten Road
Imperial, CA 92251

Chief Executive Officer for
Imperial County Historical Society /
Pioneers' Museum
373 East Aten Road
Imperial, CA 92251