

OCP09-020
 The Cooper Center
 (Archaeo-Paleo Collection)

**AGREEMENT FOR THE PRESERVATION AND CURATION
 OF COUNTY OF ORANGE
 ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES**

This agreement for the preservation and curation of County of Orange archaeological and paleontological resources ("Agreement") is made and entered into on December ____, 2009 by and between the Trustees of the California State University, through the President of California State University, Fullerton ("University") and the County of Orange, a political subdivision of the State of California ("County").

R E C I T A L S

WHEREAS, the County has collected during the last thirty-five years artifacts, specimens, objects and associated documentation (collectively the "Collection") from archaeological and paleontological investigations throughout the County; and

WHEREAS, the County has the responsibility under federal and state law as well its own resolutions to care for and preserve the Collections for current and future generations; and

WHEREAS, the County in 1999 entered into an agreement with the University to develop cataloging systems for the Collection, to inventory the Collection and to develop and begin implementing a plan to establish a model archaeological and paleontological curation program; and

WHEREAS, the University has the expertise to manage, curate, study, and preserve the Collection and recognizes the benefits that will accrue to it, the County, the public and the broader scientific community by maintaining and preparing these items and records for research and other educational purposes, including public exhibition; and

WHEREAS, through a competitive process the County has selected the University to be the entity to manage, curate, study, and preserve the Collection, and to partner with a future third party to facilitate public display of Collection materials; and

WHEREAS, the University and the County recognize the County's responsibility to ensure that the Collection is preserved, curated, managed, exhibited and otherwise made available for the public good;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the University and the County agree as follows.

1. **Purpose.** This Agreement will ensure the storage and preservation of the Collection. The University will determine what portions of the Collection can be accessioned and will identify a procedure for their public display.
2. **Title, Custody and Public Relations Concerning the Collection.**
 - A. The County will retain title to the Collection, and the University will have custody and stewardship of the Collection. Unless specifically noted below, the Collection will reside in the County of Orange in perpetuity.

- B. The County and the University will include each other in all distribution of public information, notices and news releases in related projects and activities that are the subject of this Agreement. Both the University and the County are to be credited and acknowledged in all advertisements, publicity, and professional media involving the display, exhibition, publication, or other use of Collection items. This will apply to any University, County, or third party displays, exhibitions, publications, or other uses of Collection items.

3. Establishment of a Collection Management Team and Technical Advisory Committee

- A. The University will establish a management team and a management structure to oversee and administer the Collection, and will identify such team to the County in writing.
- B. The University and the County will establish a seven member Technical Advisory Committee (“TAC”) to provide advice concerning the manner in which the Collection is to be preserved, curated, managed, exhibited or displayed. The County will appoint three members and the University four members to this Committee. The County’s Director of OC Parks or designee (“Director”) will designate one (1) member, the Orange County Historical Commission will designate two (2) members, the University will designate two (2) members with archaeological and two (2) members with paleontological scientific expertise.

4. Preservation, Curation and Management of the Collection. The University will partner with the County to oversee the Collection. The University will seek advice from the TAC and consult with the County prior to establishing policies, procedures, or guidelines for the preservation, curation and management of the Collection. Subject to these terms, as the custodian of the Collection, the University will at its sole discretion:

- A. Implement all policies, procedures and/or guidelines necessary to:
 - 1) Preserve, curate, and manage the Collection;
 - 2) Receive and accession additional archaeological and paleontological artifacts, specimens and objects into the Collection subject to adopted procedures and a fee structure approved by the County (see Section 6);
 - 3) Make all decisions regarding analysis, conservation and/or collection preparation to items within the Collection.
 - 4) Copy or photograph individual items within the Collection and make copies and photographs available for commercial or County use, research, exhibition or publication.
 - 5) Remove items from the Collection. This includes the permanent removal of individual items or parts of individual items from the Collection for reasons such as environmental hazards (for example, mold), bulk deaccessioning, scientific analysis, or to meet legal requirements (for example, religious purposes).
 - 6) Loan or remove individual items from the Collection to institutions, individuals or corporations for scientific, educational or religious purposes.
 - 7) Make all decisions regarding granting access to individual items within the Collection to institutions, individuals or corporations for scientific, educational or

religious purposes as long as the University's actions conform to all applicable federal and state laws and regulations.

- B. Determine which items of the Collection have adequate documentation to be accessioned, and those that should be deaccessioned. These determinations will be in accordance with the model curation program (Eisentraut and Cooper 2002) described in the University's final report received and filed by the County on August 19, 2003, incorporated herein by reference. The University and County will develop a plan for the ultimate disposition of all deaccessioned items from the Collection.
- C. Preserve, curate and manage the Collection in accordance with federal, state and County laws and regulations, including as applicable the National Park Service Curation Guidelines (36 CFR 79), the 1993 State of California's Guidelines for the Curation of Archaeological Collections, CEQA and County Resolutions 77-866 and 87-516, as well as the Society of Vertebrate Paleontology's Guidelines for the Curation of Vertebrate Fossils.

5. Public Display and Exhibition of Collection Items. Subject to the terms of this Agreement, a future third party will be identified jointly by the University and the County to partner in the public display of Collection items, particularly those items of the Collection of high public interest. The Interpretive Center at the County's Clark Regional Park as well as other County facilities suitable for such displays will also participate in the public display of Collection items. The future third party and the County's facilities will serve as sources of educational outreach to the K-12 sector and the public. In carrying out these responsibilities, the third party and the County will cooperate with the University to ensure that Collection items are first properly curated and made available for scientific research prior to use in exhibits, displays, or for educational purposes. The details of the arrangement with the third party will be memorialized in a separate agreement. However, the University and the County envision the public display and exhibition of the Collection to include:

- A. Developing and implementing thematic exhibits for public viewing that utilize Collection items to educate the public about the archaeological and paleontological significance of the Collection in the context of science, prehistory, and history of California.
- B. Increasing public awareness of the Collection and enhancing learning by providing a space for volunteers to prepare and curate the Collection and discuss their work with guests. Opportunities are to be provided for University faculty, staff, and students, students from K-12 schools, and members of the public to work on Collection items in this public space in an effort to engage and educate the public about the Collection and curatorial preparation methodologies.
- C. Developing a cadre of volunteers to help the University curate and preserve the Collection.
- D. Developing lesson plans and educational kits made from items deemed suitable for these purposes by the University for teachers to use in the classroom. Lesson plans will explain science concepts surrounding the Collection to accompany the kits and will be aligned with the California Schools content standards. In addition, a Teacher Resource Center will be established where teachers within Orange County can learn about the Collection and borrow the educational kits for classroom use.

6. Accession of New Items to the Collection. On-going and future developments in the County will generate additional archaeological and paleontological materials that will become potential additions to the Collection. Other such materials, currently not part of the Collection, might exist in

storage and be candidates for inclusion in the Collection. Some of these materials may not have been officially received by the County and in some cases agreements pertaining to a collection may not exist.

- A. The University will work with the County to develop an accession fee structure for any new archaeological and paleontological artifacts, specimens, objects, and associated documentation to be added to the Collection.
- B. The TAC will provide advice to the University and the County in developing procedures for adding new materials to the Collection, including any fee schedules.
- C. Adoption of a fee structure is subject to approval by the County's Board of Supervisors.

7. Transfer of Custodianship of the Collection and Rights of the County to Inspect the Collection.

- A. To assist the University in the preservation, curation and management of the Collection, the County will provide the University with the Collection and copies of all procedures or guidelines relating to cataloging or identifying the Collection.
- B. The County may at its sole discretion inspect the Collection at a time mutually agreed upon by the County and the University.

8. Location of the Collection.

- A. The Collection will be maintained at the County's John D. Cooper Archaeological and Paleontological Center ("The Cooper Center") located on East Chestnut Avenue in the City of Santa Ana unless another site is identified to the satisfaction of the University and the County. The University acknowledges several County agencies currently occupy areas, buildings or space within buildings at the Cooper Center; primarily for storage of materials and documents. Attachment A contains a map identifying the various buildings that constitute the Cooper Center and the various County agencies on site. The County has made available portions of Building 30602 of the Cooper Center for the University's use to preserve, curate and manage the Collection ("the Curation Area"). Attachment B contains a floor plan of Building 30602 and the area within Building 30602 the University may utilize. The University understands and agrees that its use of the Curation Area is subject to terms and conditions as determined by the Director.
- B. The University must obtain the approval of the Director prior to making any improvements, modifications, or alterations to the Curation Area. The University agrees not to use the Curation Area for any purpose other than those permitted under this Agreement nor to engage or permit any other activity within or from the Curation Area. The University agrees to keep the Curation Area in good condition and repair at all times. The University agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Curation Area and to comply with all governmental laws and regulations in connection with its use of the Curation Area.
- C. Should it be necessary to relocate the Collection, the University, the County and any future third parties, as approved by the County, will work together to determine future temporary or permanent sites for holding and displaying the Collection. The TAC will provide advice in identifying facilities and sites suitable for relocating the Collection on either a temporary or permanent basis.

- D. If the Collection is to be moved to a new temporary or permanent location, the expenses for such movement will be borne by the County.
- E. The County will keep the Cooper Center (or any other facility housing the Collection) in good order and repair; and provide the equipment, space, environmental conditions, and security reasonably necessary to preserve and work on the Collection.
- F. Until such time as sufficient operational funds are located from another source or sources, the County will bear the costs of housing the Collection. The County will provide parking, water, electric, routine waste removal, and sewer service at the Cooper Center at no cost to the University. The University will be responsible for costs to provide telephone and Internet access to the Curation Area; the University will also be responsible for the costs of removal from the Curation Area of any hazardous material generated by the University in the preservation, curation and management of the Collection, but not for the costs of the removal of any hazardous material that is pre-existing as part of or is derived from the Collection.
- G. The County will provide the University and any individuals designated by the University with access to the Cooper Center at mutually agreed upon times as required by the University to carry out its responsibilities.

9. County Financial Obligations.

- A. The County will provide funding not to exceed \$705,527 for improvements, modifications or alterations to the Curation Area. The County and the University agree that the Curation Area must be renovated so that it meets all applicable building codes and provides a safe working environment. Attachment C sets forth the improvements the County and the University have determined are necessary to meet all occupancy requirements and an estimated budget for these repairs and improvements.
- B. The County will allocate \$300,000 from the \$705,527 to create a reserve fund to fund any future improvements or repairs the parties subsequently agree must be made to provide a safe working environment within the Curation Area.
- C. Upon the execution of this Agreement, the University shall submit an invoice for \$405,567 to the County for the construction and improvements set forth in Attachment C. The County will process payment and provide funds to the University. Within 90 days of the completion of the improvements to The Cooper Center, the University shall submit accounting records and evidence pertaining to the costs of associated with the improvement project. If the cost to construct these improvements exceeds this amount, the University may request and the County will provide funds from the reserve fund to complete any necessary improvements. If costs exceed \$705,527, the University may request additional funds from the County. At no time will the University be obligated to contribute any funds to construct any agreed upon improvements to the Curation Area.
- D. If the cost to construct the improvements set forth in Attachment C is less than \$405,527, the University will return any remaining funds to the County for deposit into the reserve fund.
- E. If at any time the University determines that a health and safety issue exists within the Curation Area that requires a physical improvement or renovation, the University will develop a corrective plan and justification and request that the Director release funds from the reserve fund. The County will not unreasonably deny such requests as long as

5 (Redline)

funds exist in the reserve fund. If costs exceed the amount in the reserve fund, the University may request additional funds from the County. At no time will the University be obligated to contribute any funds to construct any improvements to the Curation Area.

- F. The University will forward to the County a copy of the Notice of Completion for any improvements constructed within the Curation Area. The University will also provide the County with a complete set of record drawings of the improvements once such are completed and accepted by the County.
- G. Upon execution of this Agreement, the County will forward to the University \$134,319, which represents the sum total of funds previously collected by the County for accession, preservation, and curation of materials in the Collection (Attachment D). In addition, the County will pay to the University any future funds or fees given to or collected by the County for archaeological and paleontological management, curation, and preservation and any future funds or fees designated for exhibiting or displaying the Collection. The University will use these funds to manage and curate the Collection subject to any associated restrictions identified (Attachment E) upon the receipt of these funds by the County. These funds are separate and distinct from any other funds identified in this Agreement that the County will provide the University. The County will annually provide the University with an accounting of all funds or fees given to or collected during the prior year by the County for receiving, storing, managing, curating, exhibiting or displaying the Collection or any additions to the Collection.
- H. For the purposes of this agreement, references to fiscal year or Fiscal Year shall mean the period from July 1 to June 30.

1) Beginning on July 1, 2010 and then on July 1st of the following two fiscal years, the University shall submit an invoice for \$300,000 to the County for the management and curation of the Collection. The County will provide these funds for a minimum of three Fiscal Years (2010-11, 2011-12, 2012-13).

Formatted: Indent: Left: 1", Hanging: 0.38", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

2) The County shall provide the University \$300,000 for Fiscal Year 2013-14 and \$300,000 for Fiscal Year 2014-15 for the management and curation of the Collection, no later than June 30, 2014.

Formatted: Indent: Left: 1", Hanging: 0.38", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

3) For Fiscal Year 2014-15, the Director of OC Parks ("Director") or designee shall be authorized to approve payment to the University of up to \$300,000 for the management and curation of the Collection. Upon the Director or designee's approval of payment in writing, payment to the University shall be made by County's Auditor-Controller within sixty days.

Formatted: Indent: Left: 1", Hanging: 0.38", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

4) For Fiscal Years 2015-16, ~~and~~ 2016-17 ~~and~~ 2017-18, the Director or designee shall be authorized to approve annual advanced payments to the University of up to \$300,000 for Collection management and curation services for each Fiscal Year. The University shall submit a request for payment (invoice) for services prior to each Fiscal Year and, upon receipt of invoice, Director or designee shall approve the payment in writing and payment to the University shall be made by County's Auditor-Controller within sixty days of invoice receipt.

Formatted: Indent: Left: 1", Hanging: 0.38", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

5) Attachment E sets forth a representative budget detailing how the University intends annually to allocate these funds. Changes in the funding allocation by the County or the operational budget developed by the University will be discussed and

Formatted: Indent: Left: 1", Hanging: 0.38", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.5"

6 (Redline)

reviewed on an annual basis as part of the annual meeting of University and County officials specified in Section 12 below. Such changes in funding may be subject to approval of the County Board of Supervisors.

- I. The University and any future third party partners agree to pursue separately, together and in conjunction with the County grants and gifts from external governmental agencies, private foundations, the private sector, and from individuals to fund the management, preservation, curation, exhibition, and display of the Collection. Funds received from these external sources will be in addition to the annual contribution from the County for managing and curating the Collection and be used to advance the preservation, curation, exhibition and display of the Collection.

10. University Obligations. Within ninety (90) days after the end of each fiscal year, the University shall submit to the Director an annual operating report (“Annual Operating Report”) describing the activities of the University in managing and curating the Collection. The Annual Operating Report shall also include an income and expense statement.

11. Management of Funds and Construction of Improvements in Curation Area. The County understands and acknowledges that the University will contract with the Auxiliary Services Corporation at the University (“ASC”), which is a separate legal entity from the University, to manage all funds received by the County as part of this Agreement and to construct the improvements set forth in Attachment C as well as any additional improvements at the Curation Area agreed to by the parties.

12. Review of Agreement. An annual meeting between the parties of this Agreement will be held to discuss financial support, progress toward the mutual goals and terms of this Agreement, and to review and update activities associated with this Agreement as necessary. Any updates or amendments to this Agreement may require County Board of Supervisors approval.

13. Cancellation. This document shall remain in effect until cancelled. At its sole discretion, the University or the County may inform the other party of a decision to terminate this Agreement with or without cause. If this Agreement is terminated, the parties agree to mutually develop a transition plan to transfer custody of the Collection and any related unspent funds received by the University from the County back to the County.

14. Indemnity.

- A. The University agrees to indemnify, defend with counsel approved in writing by the County, and hold the County, their elected and appointed officials, officers, agents, volunteers and employees and those special districts and agencies which the County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance by the University pursuant to this Agreement.
- B. The County agrees to indemnify, defend with counsel approved in writing by the University, and hold the State of California, the Trustees of the California State University, the University and their respective officers, agents, volunteers and employees harmless from any claims, demands or liability of any kinds or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance (which includes the acceptance of archaeological and paleontological artifacts, specimens, objects and related documentation from builders, developers and other sources) by the County pursuant to this Agreement.

- C. If judgment is entered against the County and the University by a court of competent jurisdiction, the County and the University agree that liability will be apportioned as determined by the court. Both parties agree not to request a jury apportionment.

15. Insurance.

- A. The parties must maintain policy or policies of insurance that provide the minimum limits and coverages set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
<u>Commercial General Liability</u> including broad form property damage, contractual liability, products liability and a severability of interest clause.	\$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate.
<u>Automobile Liability</u> including coverage of all owned, non-owned and hired vehicles.	\$1,000,000 combined single limit per occurrence.
<u>Workers' Compensation</u>	Statutory
<u>Employer's Liability</u>	\$1,000,000 per occurrence.

- B. The County will provide property insurance for the Cooper Center and any additional County facilities where the Collection may be temporarily housed. The County is responsible for determining whether to insure the Collection and for purchasing at its cost any related insurance.
- C. All contractors performing work on behalf of the University pursuant to this Agreement ("Contractor") will obtain insurance subject to the terms and conditions set forth in this Section and agree to indemnify, defend and hold harmless the County, the University and all other parties noted in Section 14 above from any and all claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by the Contractor to improve or renovate the Curation Area. The University will not allow a Contractor to work in the Curation Area whose insurance does not meet these terms and conditions or who does not agree to provide the required indemnification. The University will ensure that every Contractor receives written notice of these insurance requirements and provides proof of insurance before working within the Curation Area. The University will maintain this proof of insurance and permit the County to inspect these records at any reasonable time.
- D. Within 10 days of receiving a request, the parties and any Contractor will provide the individuals set forth in Section 18 with a letter of self-insurance or certificate of insurance and required endorsements verifying coverages at the minimum limits set forth in this Section and detailing any self-insured retentions or deductibles. The parties and any Contractor are responsible for payment of their respective self-insured retentions or deductibles.
- E. All insurance policies required by this Agreement must provide (30) days notice in the event of cancellation. This notice must be evidenced by an endorsement separate from any letter of self-insurance or certificate of insurance.

- F. The University will add the “County of Orange,” and the County will add the “State of California; Board of Trustees of The California State University; California State University, Fullerton and their respective employees, officers, agents and volunteers” as additional insured/indemnified parties on all insurance policies required by this Agreement (except for Workers’ Compensation/Employers’ Liability). Any Contractor will add the “County of Orange; State of California; Board of Trustees of The California State University; California State University, Fullerton and their respective employees, officers, agents and volunteers” as additional insureds on all insurance policies required by this Agreement (except for Workers’ Compensation/Employers’ Liability). These endorsements must accompany any letter of self-insurance or certificate of insurance.
- G. The policy or policies of insurance maintained by a Contractor must be issued by an insurer that is licensed to do business in the state of California (California Admitted Carrier) and maintains a rating in Best’s Key Rating Guide/Property-Casualty/United States or ambest.com of at least A- (Secure Best’s Rating) and VIII (Financial Size Category). If the carrier is a non-admitted carrier in the state of California or does not maintain an A- VII rating, the County may approve or reject the carrier after a review of the carrier’s performance and financial ratings.
- H. If a Contractor has a deductible or self-insured retention in excess of \$25,000 (\$5,000 for automobile liability), the County must approve that deductible or self-insured retention before that Contractor may begin work.
- I. The County expressly retains the right to require any Contractor to increase or decrease insurance of any of the above insurance types while performing work in the Curation Area. The County will notify the University in writing of changes in the insurance requirements.
- J. The insurance maintained by the County under this Agreement is excess and non-contributing as to the insurance maintained by any Contractor. A Contractor must provide an endorsement with any letter of self-insurance or certificate of insurance evidencing that its commercial general liability coverage is primary and non-contributing.
- K. If a Contractor fails to maintain coverages or self-insured retentions or deductibles at the minimum limits set forth in this Section and/or approved by the County, the County may require that the University not permit that Contractor to work within the Curation Area until any deficiencies have been corrected to the satisfaction of the County.
- L. The University will waive its right of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment. The County will waive its right of subrogation against the State of California; the Board of Trustees of The California State University; California State University, Fullerton and their respective employees, officers and agents when acting within the scope of their appointment or employment. Any Contractor will waive its right of subrogation against the County and the University as noted above. This shall be evidenced by a waiver of subrogation endorsement on the Workers’ Compensation policy.
- M. Maintaining insurance as required by this Agreement may not be construed to limit either party’s liability hereunder or the indemnification granted in this Agreement.

16. Nondiscrimination. During the performance of this Agreement, neither party may deny benefits, harass or allow harassment, to any person on the basis of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sexual orientation or gender, nor may they discriminate unlawfully, harass or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sexual orientation or gender.

17. General Provisions.

- A. **Remedies.** The specific remedies to which the parties may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them of any provision of the Agreement.
- B. **Time of Essence.** Time is of the essence of this Agreement.
- C. **Governing Law.** This Agreement is governed by and will be construed pursuant to the laws of the State of California.
- D. **Compliance with Laws.** Neither party will violate nor cause to be violated any applicable federal, state or local statute, ordinance, rule, regulation order, consent decree or judgment; any provision or condition of any permit or license; and/or any rule or policy of the University.
- E. **Execution.** This Agreement may be executed by a facsimile signature and/or in several counterparts, each of which will constitute an original.
- F. **Modification.** This Agreement may not be modified, amended or changed except by an instrument in writing signed by both parties.
- G. **Waiver.** No delay, failure or discontinuance in exercising any right, remedy, power or privilege affects or operates as a waiver of such right, remedy, power or privilege; nor does any single or partial exercise of any such right, remedy, power or privilege preclude, waive or otherwise affect any other or further exercise of the exercise of any other right, remedy, power or privilege.
- H. **Severability.** If any provision contained in this Agreement is deemed invalid, illegal or unenforceable in any respect, that provision will be enforced to the fullest extent permissible by law, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- I. **Assignment.** Neither party may assign this Agreement without the prior written consent of the non-assigning party.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, offers, understandings, and agreements with respect to the matters herein.
- K. **Status as Agent.** The volunteers, agents, officers and/or employees of one party may not in the performance of this Agreement act for or be considered an officer, employee, volunteer or agent of the other party. The County and the University are not partners or joint venturers.

- L. **Force Majeure.** Neither party is responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party. Such acts include but are not limited to acts of God, riots, acts of war, governmental regulations superimposed after the fact, earthquakes or other causes beyond the reasonable control of such party. In the event of any occurrence which a party considers may cause a delay or failure of performance, that party will promptly notify the other party.
- M. **Captions.** The captions have no effect on the interpretation of this Agreement. When required by the context of this Agreement, the singular includes the plural.

18. Notices & Invoices. All notices, requests, demands, invoices and other communications provided for in this Agreement may be mailed, sent or delivered to the applicable party at the address indicated below or at such other address designated by such party in a written notice delivered in accordance with this Section. All notices mailed are deemed received as of the end of the second day following the day on which they were sent. All other notices are deemed received upon actual receipt.

To the County: County of Orange
OC Parks
13042 Old Myford Road
Irvine, CA 92602
Attn: Director, OC Parks

To the University: California State University, Fullerton
800 N. State College Boulevard
Fullerton, CA 92834
Attn: Vice President, Administration and Finance/CFO
Attn: Dean, College of Natural Sciences and Mathematics
Attn: Dean, College of Humanities and Social Sciences

19. Authority. Each individual executing this Agreement represents that they are duly authorized to execute and deliver this Agreement on behalf of the party for which he is signing, and this Agreement is binding upon the party for which he is signing in accordance with its terms.

20. Attachments to Agreement. This Agreement includes the following, which are attached hereto and made a part hereof.

- I. Attachment A: Map of The John D. Cooper Center
- II. Attachment B: Map of the Curation Area at the Cooper Center
- III. Attachment C: Recommended Building Improvements and Budget in the Curation Area
- IV. Attachment D: County of Orange Archaeological and Paleontological Curation Donation Account
- V. Attachment E: Representative Annual Budget to Manage the Collection

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date and year first above written.

University

County

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

COUNTY OF ORANGE

By: _____
Dr. Milton A. Gordon
President

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

Recommended:

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Dr. Willie Hagan Date
Vice President for Administration

Attest:

Approved as to form:

Clerk of the Board of Supervisors
Orange, County, California

Monique Shay Date
University Counsel

Approved as to form:
County Counsel

By: _____

Date: _____