

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHN MARSH HISTORIC TRUST
AND THE CITY OF BRENTWOOD**

This Memorandum of Understanding (“MOU”) is entered into and effective this ____ day of _____ 2025, by and between the City of Brentwood, a municipal corporation of the State of California (“City”), and John Marsh Historic Trust, a 501(c)(3) non-profit corporation in the State of California (“JMHT”), (each a Party, and collectively, the “Parties”).

RECITALS

A. John Marsh (1799–1856) was a significant figure in early California history, known for his roles as a physician, and rancher in the Brentwood region. Marsh's residence, known as the Stone House, was completed in 1856 and is considered the first stone house in California. This Gothic Revival mansion was added to the National Register of Historic Places in 1977. The structure sustained damage in the 1868 and 1906 earthquakes and was never fully restored.

B. JMHT established a 501(c)3 in 1994 to preserve and restore a 7,000-square-foot John Marsh House, or Stone House. This restoration is a key part of JMHT's broader mission to preserve the Brentwood region's rich history and agricultural roots by ensuring public access to such historical assets for current and future generations.

C. In 2007, the California State Park and Recreation Commission designated the 3,659-acre area, including the John Marsh Stone House, as Marsh Creek State Historic Park. With support from California State Parks and the City of Brentwood, the Marsh Creek State Park General Plan and Environmental Impact Report was developed and adopted in 2012.

D. The Stone House and its grounds are not currently open to the public, except during the once-a-year Heritage Day hosted each October.

E. JMHT is funding an Interpretive Center (“IC”) to be constructed adjacent to the Stone House. The proposed IC will provide the community with an opportunity to learn about John Marsh and the role he played in our region. With technical assistance and financial support from California State Parks a plan has been developed that a full build out will feature a shade structure, picnic tables, restrooms, parking, and interpretive signage.

F. In the first phase, the JMHT has allocated \$20,000, and is requesting \$7,000 from the City. The City's contribution will fund the installation of interpretive panels for the IC, with construction provided by California State Parks.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. Responsibilities of the John Marsh Historic Trust. Along with the terms and conditions of this MOU, JMHT agrees to be responsible for and complete those items set forth in the attached Exhibit “A,” Scope of Services, which is incorporated into the MOU by this reference.

2. Relationship of the Parties. JMHT is free from the control and direction of the City, in pursuit of JMHT's independent calling, and not as an employee of the City. It is understood that this is a MOU by and between independent contractors and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor. Any persons used or hired by JMHT to provide services related to the Interpretive Center (IC) will not be considered employees of City for any purposes whatsoever.

3. Term. This MOU will commence upon the date first above written and will terminate June

30, 2026, unless terminated earlier with written notice.

4. Payment. For the term of this MOU, the City will provide payments as more explicitly outlined in Exhibit "A," in an amount not to exceed seven thousand dollars (\$7,000.00).

5. Indemnity. JMHT will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this MOU, caused in whole or in part by any act or omission of JMHT, any of its subcontractors, anyone directly or indirectly employed by any of them, any volunteers, or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

6. Non-discrimination. The Parties will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

7. Entire Agreement. This MOU and Exhibit "A," contain the entire understanding and agreement of the Parties, and all oral or written representations, understandings or agreements are expressly stated in this MOU. In case of a conflict between the terms of this MOU and any Exhibit attached, the terms of this MOU will prevail. No testimony or evidence of any such representations, understandings, or covenants will be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this MOU.

8. Amendments. Changes to the terms and conditions of this MOU will be made only by written amendment signed by the Parties.

9. Notices. All notices with respect to this MOU will be given in writing by first class mail to the Parties, or to such other persons' addresses or telephone numbers as the Parties may designate in writing from time to time as follows:

City: City of Brentwood
Attention: City Manager
City Manager's Office
150 City Park Way
Brentwood, CA 94513

John Marsh Historic Trust: John Marsh Historic Trust
P.O. Box 1682
Brentwood, CA 94513

Notice will be deemed effective on the date personally delivered or, if mailed, 3 days after depositing it in the United States Mail. JMHT must notify City within 14 days of any change to its mailing address.

10. Termination. Either Party may terminate this MOU at any time after delivery of written notice to the other Party, with such termination effective immediately. In the event of termination of this MOU, any unexpended funds will be returned to the Party that has contributed them. JMHT shall relinquish all materials and files related to this upon termination.

11. Assignment. Neither Party will assign any right or obligation pursuant to this MOU without the written consent of the other Party. Any attempted or purported assignment without the written consent of the other Party will be void and of no effect.

12. Third Parties. This MOU does not confer any benefits to any third party.

13. Jurisdiction and Venue. Any action at law or in equity brought under this MOU for the purpose of enforcing a right or rights provided for by this MOU will be tried in a court of competent

jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

14. Paragraph Headings. Paragraph headings are used for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning of the paragraphs.

15. No Waiver. Waiver by either Party of any default, breach or condition precedent of this MOU will not be construed as a waiver of any other default, breach or condition precedent or of any other right under this MOU.

16. Severability. If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

17. Compliance With Laws. JMHT will comply with all applicable local, state and federal laws and regulations including, but not limited to, those related to public works projects under the Public Contract Code.

18. Maintenance of Records. JMHT will maintain complete and accurate records with respect to costs incurred under this MOU for 12 months from the date of expiration of the MOU. All records will be clearly identifiable.

19. Signatures.

19.1 Counterparts. This MOU may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

19.2 Digital/Electronic Signatures. Using a City-approved method, this MOU may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this MOU will be construed as the Parties' consent to do business electronically.

20. Authority. The individuals executing this MOU represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this MOU on behalf of the respective legal entities of the Parties.

John Marsh Historic Trust:

City of Brentwood:

By: _____
[INSERT], Title

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Amanda McVey, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Wisinski, City Attorney

Scope of Services
John Marsh Historic Trust, Interpretive Center Signage

The obligations of the Parties are as follows:

1. JMHT will oversee all aspects of the installation of interpretive signage at the John Marsh Interpretive Center.
2. JMHT will maintain compliance with state and federal guidelines for non-profit organizations.
3. JMHT will provide one report no more than 90-days after the installation of the interpretive signage at the John Marsh Interpretive Center to the City which contains a concise summary of activities undertaken for the Interpretive Center and include photos of the installed signage. Reports should be emailed to City Manager at citymanager@brentwoodca.gov.
4. Payment: No sooner than thirty (30) calendar days after the date of the final signature on this MOU, JMHT shall submit an invoice to the City in the amount of seven thousand dollars (\$7,000). City will issue payment within thirty (30) days of receipt of the invoice.

Payments shall be made to _____, and sent to _____.

5. Future Funding Considerations: JMHT acknowledges that financial support from the City, as outlined in this MOU, will not extend beyond the expiration of the Term. This understanding necessitates proactive financial planning and exploration of additional funding sources beyond the City by JMHT to sustain its operations and initiatives in the future.