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Contract Number

25-520

SAP Number

## San Bernardino County Flood Control District

**Department Contract Representative**

Sameh Basta

Deputy Director, Operations

(909) 387-8040

**Telephone Number**

**Contractor**

City of Colton

**Contractor Representative**

(909) 370-5000

**Telephone Number**

June 18, 2025 through

**Contract Term**

June 30, 2030

**Original Contract Amount**

Non-Financial

**Amendment Amount**

Non-Financial

**Total Contract Amount**

Non-Financial

**Cost Center**

Non-Financial

**Grant Number (if applicable)**

### IT IS HEREBY AGREED AS FOLLOWS:

The San Bernardino County Flood Control District, hereinafter called "**DISTRICT**", and the City of Colton, California, hereinafter called "**the CITY**" or "**CITY**" (and collectively as the "Parties and individually as "Party"), herein agree as follows:

**WHEREAS**, San Bernardino County Flood Control District Ordinance 22-02 was approved on June 28, 2022 and addresses trespassing violations on District facilities and properties. Provisions in the ordinance allow for law enforcement officers and code enforcement officers of adjoining cities to act as *ex officio officers* to enforce Ordinance 22-02 upon execution of a memorandum of understanding; and

**WHEREAS**, San Bernardino County Flood Control District Ordinance 12-03 was approved on December 18, 2012 and addresses parking violations on **DISTRICT** property, and allows for law enforcement officers and code enforcement officers of adjoining cities to act as *ex officio officers* to enforce Ordinance 12-03 upon execution of a memorandum of understanding; and

**WHEREAS**, the **DISTRICT** currently utilizes County Code Enforcement officers to enforce its ordinances. Illegal trespassing and parking activities often occur after hours and weekends as well as inside City limits. Therefore supplemental enforcement is needed; and

WHEREAS, the CITY desires to enter into this MOU to assist the DISTRICT in enforcement of Ordinances 22-02 and 12-03; and

WHEREAS, CITY and DISTRICT desire to set forth their respective responsibilities and obligations of each as they pertain to such participation.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 DISTRICT AGREES TO:

1.1 Pursuant to Section 3 of the San Bernardino County Flood Control District Ordinance 22-02 and San Bernardino Flood Control Act 43-3 the Board of Supervisors of the DISTRICT hereby designates the law enforcement officers and code enforcement officers of the CITY, acting by and through its constituent department the Colton Police Department and, in addition, its Code Enforcement Division and its police officers and code enforcement officers (also commonly known as code compliance officers), respectively (collectively "officers" and individually as "officer"), as DISTRICT *ex officio* officers in the enforcement of DISTRICT Ordinance 22-02 and 12-03.

2.0 CITY AGREES TO:

2.1 Provide police officers and code enforcement officers and/or code compliance officers to act as *ex officio* officers for the DISTRICT for purposes outlined in the Ordinance 22-02 and 12-03, regarding enforcement of these ordinances against violation(s) thereof occurring on parcels of real property owned, leased, and/or operated by the DISTRICT and located within the incorporated, territorial limits of the CITY.

3.0 IT IS MUTUALLY AGREED:

3.1 Such enforcement shall be conducted pursuant to the existing, internal enforcement procedures of the CITY and the DISTRICT for the enforcement of ordinances, and subject to the following joint procedures:

- a. the use of a uniform bail schedule for administrative citation penalties and criminal fines to comply with the amounts as set forth at California Government Code section 25132; and
- b. use of a uniform system of notation for describing the applicable ordinance violation section in a citation, beginning with the correct reference to the DISTRICT ordinance. The Parties reserve the right to revise and amend these joint procedures from time to time as needed, in consultation with, and as requested by either or both of the Parties, the Office of County Counsel for San Bernardino County, the San Bernardino County District Attorney's Office, or the City Attorney's Office of the CITY, in order to address future contingencies if, and when, they arise. All such written, mutually-agreed upon procedures thereby established shall be deemed incorporated herein by this reference as though fully set forth herein.

3.2 DISTRICT agrees to indemnify, defend (with counsel reasonably approved by CITY) and hold harmless CITY and its authorized officers, employees, agents and volunteers (CITY Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of DISTRICT's performance under this MOU, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of CITY Indemnitees. DISTRICT's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or willful misconduct within the meaning of Civil Code Section 2782.

3.3 CITY agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT, San Bernardino County, and their authorized officers, employees, agents and volunteers (DISTRICT Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the CITY's performance under this MOU, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the

existence or degree of fault of **DISTRICT Indemnitees**. **CITY's** indemnification obligation applies to **DISTRICT's** "active" as well as "passive" negligence but does not apply to **DISTRICT's** "sole negligence" or willful misconduct within the meaning of Civil Code Section 2782.

- 3.4 In the event **DISTRICT** or **CITY** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this **MOU**, **DISTRICT** and/or **CITY** shall indemnify the other to the extent of its comparative fault. Notwithstanding indemnification for any claim, action, loss or damage involving a third party, **DISTRICT** and **CITY** hereby waive any and all rights of subrogation recovery against each other.
- 3.5 Notwithstanding the authority granted by the **DISTRICT** to the **CITY** herein, this **MOU** shall not be construed to create and/or impose an affirmative duty on the **CITY** nor any officer or employee thereof, to patrol **DISTRICT** property or enforce **DISTRICT** ordinances.
- 3.6 **DISTRICT** and **CITY** 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**.
- 3.7 This **MOU** shall become effective upon the date of last signature of the parties. This **MOU** shall terminate on June 30, 2030, and may also be terminated upon thirty (30) days advance written notice of either Party.
- 3.8 All Parties hereto warrant that they are duly authorized to execute this **MOU** on behalf of said Parties and that, by so executing this **MOU**, the Parties hereto are formally bound to this **MOU**.
- 3.9 Except on subjects preempted by Federal law, this **MOU** shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this **MOU**.
- 3.10 The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' books and records with respect to this **MOU**. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this **MOU** terminates; or b) the date on which such book or record was created.
- 3.11 If any clause or provisions of this **MOU** is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this **MOU** shall not be affected but shall remain in full force and effect.
- 3.12 This **MOU** cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- 3.13 In the event of litigation arising from this **MOU**, each Party to this **MOU** shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 5 through 10 of this Section.
- 3.14 This **MOU** may be signed in counterparts, each of which shall constitute an original.
- 3.15 In order to coordinate tasks, supervise subordinate staff or resolve any conflict each Party designates the following to manage this **MOU**:
  - a. **DISTRICT** – Operations Deputy Director
  - b. **CITY** – Colton Police Department
- 3.16 This **MOU** shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and City of Colton have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL  
DISTRICT

► *Dawnm Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 18 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD



Lynna Monell  
Clerk of the Board of Supervisors

By

City of Colton

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

By ►

*W. Castillo*

(Authorized signature - sign in blue ink)

Name William R. Smith

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated:

5/14/2025

Address 650 N. La Cadena Drive

Colton, CA 92324

FOR COUNTY USE ONLY

Approved as to Legal Form

► *See Attached*

Sophie A. Curtis, Deputy County Counsel

Date

Reviewed for Contract Compliance

► *Andy Silao*  
Andy Silao, P.E.

Date

*6/5/2025*

Reviewed/Approved by District

► *Noel Castillo*  
Noel Castillo, Chief Flood Control Engineer

Date

*6/14/25*

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and City of Colton have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL  
DISTRICT



Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

City of Colton

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

By ►

*William R. Smith*

(Authorized signature - sign in blue ink)

Name William R. Smith

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: \_\_\_\_\_

*5/14/2025*

Address 650 N. La Cadena Drive

Colton, CA 92324

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Approved as to Legal Form

► *SAC*  
Sophie A. Curtis, Deputy County Counsel

Date May 19, 2025

Reviewed for Contract Compliance

► *AS*  
Andy Silao, P.E.

Date \_\_\_\_\_

Reviewed/Approved by District

► *NCC*  
Noel Castillo, Chief Flood Control Engineer

Date \_\_\_\_\_