



Contract Number

SAP Number

Department of Airports

Department Contract Representative	<u>James E Jenkins, Director</u>
Telephone Number	<u>(909) 387-2589</u>
Contractor	<u>County Service Area 70</u>
Contractor Representative	<u>Steve Samaras, Division Manager</u>
Telephone Number	<u>(760) 962-1515</u>
Contract Term	<u>3/1/22 – 2/28/27</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Not to exceed \$800,000.00</u>
Cost Center	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SAN BERNARDINO COUNTY, ON BEHALF OF ITS DEPARTMENT OF AIRPORTS

AND

COUNTY SERVICE AREA 70

WHEREAS, SAN BERNARDINO COUNTY, on behalf of its DEPARTMENT OF AIRPORTS (hereinafter referred to as "AIRPORTS"), has a domestic water distribution system and a wastewater collection system located at Chino Airport and a wastewater treatment plant located at Barstow Daggett Airport (collectively referred to as SYSTEMS) which requires California State Water Resources Control

Board (SWRCB) certified operators and California Water Environmental Association (CWEA) certified operators to operate the SYSTEMS; and

WHEREAS, COUNTY SERVICE AREA, 70 (hereinafter referred to as “CSA 70”) has qualified SWRCB professionally certified operators to provide water distribution system operations, maintenance, and management services and wastewater treatment plant system operations, maintenance, and management services; and California Water Environment Association (CWEA) certified operators to provide wastewater collection system operations, maintenance, and management services; and

WHEREAS, CSA 70 has sufficient available staff with the appropriate certifications, including training in hazardous materials first responder operations (FRO), confined space entry in compliance with CCR Title 8 Section 5156-5158, and operating and repairing supervisory control and data acquisition (SCADA) systems. CSA 70 has extensive experience in the operation, maintenance, and management of public water distribution, wastewater collection systems and wastewater treatment plants in the vicinity of the AIRPORTS’ SYSTEMS;

NOW THEREFORE, CSA 70 and AIRPORTS mutually agree to the following terms and conditions:

I. CSA 70 SERVICE RESPONSIBILITIES

- A. CONDUCT** - CSA 70 shall perform for AIRPORTS, in a good and workmanlike manner SYSTEMS operation, maintenance, and management services of the SYSTEMS as set forth in this MOU. All activities shall be conducted in a manner that complies with local, state, and federal regulatory requirements, including the San Bernardino County Code of Ordinances, Title 7: County Airports.
- B. SUPERVISION** - To effectuate the provisions of this MOU, CSA 70’s supervisory personnel shall regularly inspect the SYSTEMS, the work done by CSA 70’s personnel and any contractors, and will exercise complete authority over all such employees and any contractors. CSA 70 shall immediately remove any employee or contractor whose conduct or workmanship is unsatisfactory to AIRPORTS and CSA 70’s standards.
- C. EMERGENCY** - CSA 70 shall supply AIRPORTS with a copy of its Emergency Notification Plan that includes any emergency call out telephone numbers. CSA 70 will provide service on a 24-hour-per-day, 7-day-per-week basis. AIRPORTS shall participate in CSA 70’s Emergency On-Call Response Buy-In Program (Program) at the annual rate set forth in Section VII.A of this MOU. As part of the Program, CSA 70’s emergency on-site response time will be one and a half (1 ½) hours or less to Chino Airport (excluding inclement weather delays) and two and a half (2 ½) hours or less to Barstow-Daggett Airport (excluding inclement weather delays).

CSA 70 may elect to utilize the services of a qualified and licensed contractor to effect emergency repairs if it is determined that the use of a contractor is in both parties’ best interests to do so. CSA 70 maintains on-call contractors with the appropriate licensing, insurance, and indemnifications for this purpose. Should emergencies occur, CSA 70 shall utilize AIRPORTS emergency contact list for prior approval for the use and cost of an on-call contractor.

- D. EMPLOYEES** - All CSA 70 employees that provide services pursuant to this MOU must have minimum licensing to meet local, state and federal requirements for water distribution operation, wastewater collection system services, and wastewater treatment plant operation. All CSA 70 employees assigned to AIRPORTS’ SYSTEMS will provide services pursuant to

this MOU and shall be trained in their assigned tasks, be able to analyze and resolve water and wastewater problems, address and resolve operational service issues in a safe manner, and provide written recommendations and reports. CSA 70 shall ensure that assigned staff receive safety training in accordance with CAL-OSHA standards.

- E. SERVICES AND REPORTS** – Subject to AIRPORTS's prior approval, CSA 70 shall provide the necessary communications and completed reports to the appropriate local, county, and state agencies as required by the regulatory requirements governing AIRPORTS' SYSTEMS, including: the San Bernardino County Department of Public Health – Division of Environmental Health Services (EHS), the SWRCB, the California Regional Water Quality Control Board (RWQCB), and the Environmental Protection Agency (EPA). CSA 70 shall provide AIRPORTS with a copy all communications and completed reports submitted to any governmental or regulatory agencies.

CSA 70 shall maintain AIRPORTS' SYSTEMS within their current design and operational capabilities and shall ensure compliance with all Permit and Regulatory Requirements. CSA 70 shall procure and maintain all required permits, licenses, and/or certifications for the SYSTEMS. In the event that the SYSTEMS do not comply with permit or regulatory requirements, CSA 70 shall notify AIRPORTS in writing with recommendations outlining the proposed corrective action. CSA 70 shall inform AIRPORTS of any permit and/or regulatory requirements that are unable to be met and the corresponding justification. Any permit and/or regulatory requirements that CSA 70 submits in writing that cannot possibly be met without fault of CSA 70, or that result from a force majeure, shall not result in a breach of this Agreement. CSA 70 shall not be held liable for permit and/or regulatory non-compliance issues that result from a force majeure.

CSA 70 shall operate, maintain, and manage AIRPORTS' SYSTEMS in compliance with the requirements established by, but not limited to: EHS, SWRCB, RWQCB, EPA, and other local, state and/or federal government agencies. Should local, state, and/or federal regulatory agencies revise AIRPORTS' SYSTEMS permit requirements for public water distribution and/or wastewater collection and treatment systems, AIRPORTS shall be responsible for the costs to CSA 70 for regulatory compliance.

CSA 70 shall inspect the SYSTEMS and prepare, or continue to maintain, SYSTEMS' inspection and maintenance logs in compliance with regulatory agency standards and requirements.

CSA 70 shall maintain AIRPORTS' SYSTEMS' components in accordance with Original Equipment Manufacturers specifications and standards and with best management business practices and standards.

CSA 70 shall be responsible for operating and maintaining the following:

- 1. WATER DISTRIBUTION SYSTEM** – CSA 70 staff shall maintain, per regulatory specifications, the on-site water distribution system, including but not limited to: water distribution pipelines three inches (3") in diameter and larger, valves, water storage facilities, backflow devices, distribution system pressure regulators, pressure vacuum breakers, flow meters, fire hydrants, water system electrical and instrumentation controls, supervisory controls and data acquisition (SCADA) and alarm systems, analyzers, and associated water distribution system appurtenances. The following scope of services is included in this MOU:

- a. CSA 70 shall operate the potable water distribution system (3-inch diameter pipes and larger).
- b. CSA 70 shall flush up to one-hundred percent (100%) of dead-end pipelines on the water distribution system annually, or on a schedule which maximizes water conservation during drought conditions.
- c. CSA 70 shall test valves by exercising one-hundred percent (100%) of the water distribution system valves annually.
- d. CSA 70 shall test a minimum of fifty percent (50%) of fire hydrants annually.
- e. CSA 70 shall operate and maintain any water distribution pumps greater than fifteen horsepower (15 hp) and identify any repairs needed.
- f. CSA 70 shall test and certify all backflow preventers annually and may utilize an on-call contractor to provide this service.
- g. CSA 70 may conduct water quality sampling for laboratory analysis on the water distribution system as required or requested, and report abnormal results to AIRPORTS immediately.

Should CSA 70 staff observe equipment or system components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with AIRPORTS' prior approval. Costs for any single repair or replacement that exceed \$60,000 (force account labor) are not covered under this MOU and may be referred to CSA 70's Project Management Division for inclusion in the capital improvement program. All normal repair/replacement costs and/or capital improvement projects are subject to AIRPORTS' final approval. If a capital improvement project is approved by AIRPORTS, an amendment to the MOU shall be agreed and executed in accordance with Section IX.B.

CSA 70 staff shall provide regular and timely reports, once per month, to AIRPORTS regarding the results of all activities. CSA 70 staff will, in coordination with AIRPORTS, review results of ongoing activities and inspections, and use the results to identify, prioritize, and budget for future maintenance.

2. WASTEWATER COLLECTION SYSTEM – CSA 70 staff shall maintain, per regulatory specifications as defined by the SWRCB and its RWQCB, all wastewater collection pipeline (6 inches in diameter and larger) and related wastewater systems, including but not limited to: sewer pipelines, septic systems, manhole structures, pumps, motors, valves, check valves, cleanouts, dry/wet wells, flap gates, flow meters, grit collectors, wastewater electrical controls, air/vacuum relief valves, and associated wastewater collection system appurtenances.

- a. CSA 70 shall provide inspection, through closed circuit television (CCTV), of sewer collection pipeline (6-inch diameter pipes and larger) at a minimum of 20% per year (5 year cycle). CSA 70 shall provide reports of the results of inspections to AIRPORTS within one (1) month of inspections for normal operating conditions or sooner depending on priority or urgent repairs.
- b. CSA 70 shall evaluate and/or repair all sewer pipeline or plumbing issues (6 inches in diameter and larger) and may use on-call contractors to correct or repair any problems.
- c. CSA 70 shall provide routine inspection clean-outs on the sewer collection system.
- d. CSA 70 shall conduct a minimum of twenty percent (20%) of sewer pipeline cleaning annually. Pursuant to CSA 70's standards, CCTV inspection may substituted for sewer collection system cleaning.
- e. CSA 70 shall conduct a minimum of twenty percent (20%) of sewer manhole inspection and/or cleaning annually.

- f. Create a Sewer System Management Plan (SSMP) for Chino Airport for AIRPORTS' Board approval. Update the SSMP every 2.5 years internally and take SSMP to the County Board of Supervisors for approval every 5 years.

Should CSA 70 staff observe equipment or system components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with AIRPORTS' prior approval. Costs for any single repair or replacement that exceeds \$60,000 (force account labor) are not covered under this MOU and may be referred to CSA 70's Project Management Division to be included in the capital improvement program. All capital improvement projects are subject to AIRPORTS' final approval. If a capital improvement project is approved by AIRPORTS, an amendment to the MOU shall be agreed and executed in accordance with Section IX.B. CSA 70 staff shall provide regular and timely reports, once per month, to AIRPORTS regarding the results of all activities. CSA 70 staff will, in coordination with AIRPORTS, review results of ongoing activities and inspections, and use the results to identify, prioritize, and budget for future maintenance.

3. FOG PROGRAM – CSA 70 shall inspect and conduct the enforcement of the Fats, Oils and Grease (FOG) program, including:

- a. Inspect grease traps or interceptors.
- b. Assess the condition of grease removal devices.
- c. Assess FOG management practices.
- d. Issue a report that indicates any required corrective actions.

4. WASTEWATER TREATMENT PLANT – CSA 70 staff shall maintain, pursuant to applicable regulatory specifications and as detailed in the Lahontan RWQCB Order 6-99-37 Waste Discharge Requirements (WDR) for the Barstow-Daggett Airport (DAG) Wastewater Treatment Plant (WWTP), all wastewater treatment plant facilities including, but not limited to: pretreatment, primary treatment, chemical physical treatment, biological treatment, filtration, disinfection, dechlorination, effluent discharge facilities, solids handling and disposal facilities, pumps, motors, pipes, valves, dry/wet wells, storage facilities, backflow devices, pressure regulators, pressure vacuum breakers, flow meters, chemical feed systems, electrical and instrumentation controls, SCADA, alarm systems, analyzers, and associated wastewater treatment plant appurtenances. Should the Lahontan RWQCB revise the WDR for the DAG WWTP, AIRPORTS shall be responsible for the costs to CSA 70 to comply with any associated changes in the permit requirements. CSA 70 shall operate, maintain, and manage the DAG WWTP including:

- a. CSA 70 shall operate and log each system once per week and provide monthly reports.
- b. CSA 70 shall evaluate and/or repair all sewer pipeline or plumbing issues for sizes larger than 4-inches in diameter at the wastewater treatment plant and may use on-call contractors to correct or repair any problems.
- c. CSA 70 staff shall sample wastewater for laboratory analysis, monitor, and report to the appropriate authority in accordance with the WDR.
- d. CSA 70 staff shall monitor the percolation and evaporation of the WWTP's lagoons to ensure they are operating correctly.
- e. CSA 70 staff shall disc harrow or "rip" the bottom of the percolation lagoons as needed to prevent fine material from disrupting the percolation.
- f. CSA 70 shall test by exercising a minimum of twenty percent (20%) of sewer valves annually.

- g. CSA 70 staff shall test and monitor all existing SCADA equipment, alarms and notifications systems for operational efficiency.

Should CSA 70 staff observe equipment or wastewater treatment plant components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with AIRPORTS' prior approval. Costs for any single repair or replacement that exceed \$60,000 (force account labor) are not included in this MOU and may be referred to CSA 70's Project Management Division for inclusion in the capital improvement program. If a capital improvement project is approved by AIRPORTS, an amendment to the MOU shall be agreed and executed in accordance with Section IX.B. All normal repair/replacement costs and/or capital improvement projects are subject to AIRPORTS' final approval. CSA 70 staff shall provide regular and timely reports, minimally once per month with copies to AIRPORTS regarding the results of all activities noted in the scope of services for the MOU. CSA 70 staff will, in coordination with AIRPORTS, review results of ongoing and listed activities and inspections to use results to identify, prioritize, and budget for future maintenance.

- F. **JOB STANDARDS** - All work performed by CSA 70 shall meet or exceed all applicable safety and environmental regulations. Workmanship shall be in the best management standard practices of the trade. Reasonable care will be taken while performing tasks in and around AIRPORTS' SYSTEMS and property and CSA 70 shall repair any damage caused by CSA 70 in an appropriate and timely manner at no cost to AIRPORTS. The work area shall be clean and free of debris continuously throughout the workday.
- G. **JOB SITE** - Work shall not impede business, create a nuisance, or endanger San Bernardino County employees and/or the public. CSA 70 shall take into consideration that during the course of the MOU, AIRPORTS personnel and/or other contractors may conduct other activities and operations at AIRPORTS' SYSTEMS or within the vicinity.
- H. **EQUIPMENT** - All equipment installed by CSA 70 shall be of good commercial quality and shall be subject to the approval of AIRPORTS. Any CSA 70 equipment and tools stored in AIRPORTS' property will be clearly identified as CSA 70 owned equipment and stored in appropriate CSA-70 provided storage containers. AIRPORTS shall not be responsible for any loss related to CSA's equipment and tools stored on AIRPORTS property.
- I. **COMMUNICATION** - CSA 70 shall communicate with AIRPORTS and other San Bernardino County departments in order to maintain SYSTEMS regulatory compliance.
- J. **SAMPLES** - CSA 70 shall collect water and wastewater samples as necessary or as requested by AIRPORTS and transport them to a certified lab for analyses. CSA 70 shall collect water and wastewater samples in accordance with regulatory and industry standards.
- K. **TRAINING** – CSA 70 shall have the ability to provide safety and product training to on-site AIRPORTS personnel.
- L. **PAGERS** – CSA 70 shall provide pagers to its employees assigned to AIRPORTS' SYSTEMS.
- M. **ADDING/DELETING SERVICES** – AIRPORTS has the right to add or delete water distribution system, wastewater collection system, or wastewater treatment plant services. The Director of AIRPORTS is authorized to delete services by notifying CSA 70 in writing of

the services that will be deleted. CSA 70 agrees that payment to CSA 70 will only be for services and/or repairs provided. If AIRPORTS desires to add services or equipment to be maintained and the cost to add such services or equipment will exceed the Maximum Contract Value, the parties will enter into an amendment to the MOU that shall be approved in accordance with Section IX, B of this MOU.

II. CSA 70 GENERAL RESPONSIBILITIES

- A. INDEPENDENT CAPACITY** - In the performance of this MOU, CSA 70, its agents, contractors, and its employees, shall act in an independent capacity and not as officers, employees, or agents of AIRPORTS.
- B. ASSIGNABILITY** - Without the prior written consent of AIRPORTS, this MOU is not assignable by CSA 70 either in whole or in part.
- C. SUBCONTRACTING** - CSA 70 shall inform the Director or designee of AIRPORTS of any subcontracting agreements for work contemplated under this MOU. All CSA 70 subcontractors shall be subject to the same terms and conditions listed in this MOU. CSA 70 shall be fully responsible for the performance and payment of any subcontractor's contract.
- D. LICENSES AND PERMITS** - CSA 70 shall ensure that it has all necessary operator certifications and/or licenses required for providing water and wastewater services. CSA 70 shall maintain these operator certifications in effect for the duration of this MOU. CSA 70 shall notify AIRPORTS immediately of the loss or suspension of any such certification. Notwithstanding anything to the contrary in this MOU, AIRPORTS shall have the right to immediately terminate this MOU due to CSA 70's failure to maintain the required certifications.
- E. LABOR LAWS** - CSA 70 shall strictly adhere to the applicable provisions of the Labor Code regarding employment including, minimum wages, travel and subsistence pay, retention and inspection of payroll records, workers compensation, and payment of wages.
- F. PRIMARY CONTACT** - CSA 70 shall designate an individual to serve as the primary point of contact. CSA 70 or its designee must respond to AIRPORTS non-emergency inquiries within two (2) business days. In the event that a problem or potential problem occurs, impacting the quality or quantity of work, or the level of performance under this MOU, CSA 70 shall notify AIRPORTS within two (2) working days, in writing, and by telephone.
- G. RELEASE OF INFORMATION** - No news releases, advertisements, public announcements, or photographs arising out of this MOU or CSA 70's relationship with AIRPORTS may be made or used without prior written approval from AIRPORTS, with the exception of the performance of those duties required to maintain adequate records or regulatory reporting requirements.
- H. RECORDS** - CSA 70 shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within CSA 70. AIRPORTS staff shall have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books.
- I. RIGHT TO MONITOR AND AUDIT** - AIRPORTS shall have absolute right to review and audit all records, books, papers, documents, minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of CSA 70 in the delivery of services

provided under this MOU. CSA 70 shall give full cooperation with all auditing and/or monitoring conducted. CSA 70 shall cooperate with AIRPORTS in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by AIRPORTS, EHS, SWRCB, the EPA, and any other governmental or regulatory agencies. In the event that AIRPORTS determines that CSA 70's performance of its duties or other terms of this MOU are deficient in any manner, AIRPORTS shall notify CSA 70 of such deficiency in writing. CSA 70 shall remedy any deficiency within forty-eight (48) hours of such notification, or AIRPORTS, at its option, may terminate this MOU immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due to CSA 70 under this MOU or otherwise.

- J. AVAILABILITY OF RECORDS** - All records pertaining to services delivered, and all fiscal, statistical, and management books and records shall be delivered to AIRPORTS representatives upon availability for storage in compliance with all county, state and federal requirements.

III. DEPARTMENT OF AIRPORTS RESPONSIBILITIES

AIRPORTS shall provide to CSA 70 any and all reports, plans, maps, operations manuals, equipment specifications, or other documentation and data regarding the conditions, configuration, and construction of the water distribution system, wastewater collection system, and wastewater treatment plant in its possession. AIRPORTS shall provide necessary access, communication, and cooperation to effectuate the terms of this MOU.

IV. TERMINATION

- A. General Obligations** - CSA 70 shall accomplish the complete transition of services from CSA 70 to AIRPORTS, or to any replacement provider designated by AIRPORTS, with minimal interruption of or adverse impact on the services. CSA 70 shall fully cooperate with AIRPORTS and any new service provider and promptly take steps required to effectuate the termination of service (Termination), including, but not limited to providing all requested information, required to assist AIRPORTS in completing the transition. CSA 70 shall provide all information regarding the services or as otherwise needed for Termination, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. CSA 70 shall provide for the prompt and orderly conclusion of all work, as AIRPORTS may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to AIRPORTS or AIRPORTS' designee. All services related to Termination shall be performed by CSA 70 at no additional cost to AIRPORTS beyond what AIRPORTS would pay for the services absent the performance of the Termination services. CSA 70's obligation to provide the services shall not cease until the Termination is satisfactory to AIRPORTS, including all obligations of CSA 70 provided for in this paragraph.
- B. Termination Process** - If, during the term of this MOU, AIRPORTS' funds appropriated for the purposes of this MOU are reduced or eliminated, AIRPORTS may immediately terminate this MOU upon written notice to CSA 70. Notwithstanding the foregoing provision, either party, by written notice to the other party, may terminate the whole or any part of this MOU at any time and without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least 60 days before the effective date of such termination (Termination Date). The Director of the Department of Public Works is authorized to terminate this MOU on behalf of CSA 70, and the Director of AIRPORTS is authorized to terminate this MOU on behalf of AIRPORTS. CSA 70's obligation to perform services, and

AIRPORTS' obligation to pay for services, shall expire on the earlier of: (A) at the end of the term set forth in this MOU; or (B) on the Termination Date. CSA 70 and AIRPORTS shall discuss in good faith a plan for determining the nature and extent of CSA 70's Termination obligations and for the transfer of services in process.

Should AIRPORTS select a new services provider, all responsibilities and liabilities after the expiration or earlier termination of this MOU are assumed by both AIRPORTS and the new service provider. CSA 70 shall be required to perform its Termination obligations on an expedited basis, as determined by AIRPORTS, if AIRPORTS and/or CSA 70, as applicable, terminates the MOU. AIRPORTS shall pay CSA 70 for Termination services at the rates set forth in Section VII.A of this MOU.

C. Specific Obligations - The Termination shall include the performance of the following specific obligations:

- 1. No Interruption or Adverse Impact** - CSA 70 within its control and scope of responsibilities shall cooperate with AIRPORTS and AIRPORTS' new service provider to ensure a smooth transition at the time of Termination, with no interruption of services, no adverse impact on the provision of services or AIRPORTS' activities.
- 2. Third-Party Authorizations** - Without limiting the obligations of CSA 70 pursuant to any other clause herein, CSA 70 shall, subject to the terms of any third-party contracts, procure at no charge to AIRPORTS any third-party authorizations necessary to grant AIRPORTS the use and benefit of any third-party contracts between CSA 70 and third-party contractors used to provide the services, pending their assignment to AIRPORTS.
- 3. Return, Transfer and Removal of Assets** - CSA 70 shall return to AIRPORTS, all AIRPORTS' assets in CSA 70's possession.
- 4. Transfer of Leases, Licenses, and Contracts** - CSA 70, shall convey or assign to AIRPORTS or its designee, such leases, licenses, and other contracts used by CSA 70, AIRPORTS, or any other person in connection with the services, as AIRPORTS may select, when such leases, licenses, and other contracts have no other use by CSA 70. CSA 70's obligation described herein shall include CSA 70's performance of all obligations under such leases, licenses, and other contracts to be performed with respect to periods prior to the date of conveyance or assignment.
- 5. Delivery of Documentation** - CSA 70 shall deliver to AIRPORTS or its designee, at AIRPORTS request, all documentation and data related to AIRPORTS that is held by CSA 70. CSA 70 may retain one (1) copy of the documentation and data for archival purposes or warranty support.

V. INDEMNIFICATION

CSA 70 agrees to indemnify, defend (with counsel reasonably approved by CSA 70) and hold harmless AIRPORTS and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability incurred by AIRPORTS arising out of CSA 70's default of its obligations under this MOU and for any injury to persons and damage to property to the extent caused by the negligence or intentional acts, errors or omissions of CSA 70 and any person under the control of CSA 70 except where such indemnification is prohibited by law.

AIRPORTS agrees to indemnify, defend (with counsel reasonably approved by CSA 70) and hold harmless CSA 70 and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability incurred by AIRPORTS arising out of AIRPORTS's default of its obligations under this MOU and for any injury to persons and damage to property to the extent caused by the negligence or intentional acts, errors or omissions of AIRPORTS or any person under the control of AIRPORTS except where such indemnification is prohibited by law.

In the event CSA 70 and/or AIRPORTS are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this MOU, CSA 70 and/or AIRPORTS shall indemnify the other to the extent of its comparative fault.

VI. INSURANCE COVERAGE

CSA 70 and AIRPORTS are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrants that through its respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this MOU.

VII. FISCAL PROVISIONS

- A.** AIRPORTS shall pay CSA 70 for services under this MOU as follows: (i) the then current hourly service rate established by CSA 70's Board of Supervisors from time to time during the term of the MOU for CSA 70's operation, maintenance, and management of the SYSTEMS, which includes employee labor rate, equipment, vehicles, indirect administrative costs, and travel. As of the date of this MOU, the current Board-established hourly service rates are included as Attachment A and CSA 70 will notify AIRPORTS of any changes to its Board-established rates; (ii) the costs of materials and parts necessary for any repairs and replacements of the SYSTEMS (other than minor incidental parts); and (iii) the annual fixed cost of \$6,000.00 for the Program, provided that notwithstanding anything to the contrary in this MOU, the maximum amount of payment by AIRPORTS for all services under the MOU shall not exceed \$ **\$800,000.00 ("Maximum Contract Value")**, subject to the availability of funds of AIRPORTS. The cost of any third-party contractor used by CSA 70 to provide services under this MOU and any costs for approved capital improvement projects are not included in the Maximum Contract Value.
- B.** CSA 70 shall submit invoices to AIRPORTS for services rendered on a monthly basis, in arrears, for costs incurred to perform operations, maintenance, and management duties for AIRPORTS' SYSTEMS as described in this MOU.
- C.** Reserved.
- D.** Upon receipt of invoices, AIRPORTS shall submit payment to CSA 70 within forty-five (45) days after the amount is verified by AIRPORTS. Invoices submitted by CSA 70 shall include a breakdown of each service performed, the cost for each service, and the date the services were performed.

VIII. TERM

This MOU is effective on March 1, 2022 and expires on February 28, 2027, but may be terminated earlier in accordance with provisions of Section IV of this MOU. This MOU may be renewed or extended through amendment by mutual agreement of the Parties, and signed by both Parties.

IX. GENERAL PROVISIONS

- A.** No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B.** Any alterations, variations, modifications, or waivers of provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Department Directors of both Parties as an amendment to this MOU, provided the cost of any such amendment does not exceed the Maximum Contract Value. Any amendment that exceeds the Maximum Contract Value shall require approval by the parties' respective Board and an amendment to the MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

X. NOTICES

Notices to be given between Parties hereto shall be in writing and served personally and/or deposited in the United States mail, first class, postage prepaid, and addressed to the following addresses with notices to be effective upon receipt or the recipient's refusal to accept receipt:

COUNTY SERVICE AREA 70
DEPARTMENT OF PUBLIC WORKS – SPECIAL DISTRICTS
Attention: Brendon Biggs, Director
222 W. Hospitality Lane, Second Floor
San Bernardino, CA 92415-0450

SAN BERNARDINO COUNTY
DEPARTMENT OF AIRPORTS
Attention: James E. Jenkins, Director
777 East Rialto Avenue
San Bernardino, CA 92415-0831

Contact persons from each department shall be designated for coordination of daily operations, security access and general ongoing activities. Any change in the point of contact may be made via email or other written correspondence. The contact persons are as follows, until otherwise amended in writing:

COUNTY SERVICE AREA 70
DEPARTMENT OF PUBLIC WORKS – SPECIAL DISTRICTS
Steve Samaras, Division Manager
Tel. (760) 962-1515

SAN BERNARDINO COUNTY
DEPARTMENT OF AIRPORTS
Maureen Snelgrove, Assistant Director
Tel. (909) 387-2589

XI. CONCLUSION

This MOU is the full and complete document describing services to be rendered by CSA 70 to AIRPORTS including all covenants, conditions and benefits.

SAN BERNARDINO COUNTY, on behalf of its DEPARTMENT OF AIRPORTS

COUNTY SERVICE AREA 70

►

Curt Hagman, Chairman, Board Chairman

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
of San Bernardino County

By _____
Deputy

Curt Hagman, Chairman, Board Chairman

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
of San Bernardino County

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Trevor Leja, Assistant Director

Date _____