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Contract Number

25-798

SAP Number

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

Department Contract Representative
Telephone Number

Dan Munsey
909-387-5779

Contractor

San Bernardino County Department of
Public Works – Transportation and San
Bernardino County Flood Control District

Contractor Representative
Telephone Number
Contract Term

Noel Castillo
387-7906
September 23, 2025, through September
22, 2030

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

MEMORANDUM OF UNDERSTANDING BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, SAN BERNARDINO COUNTY, THROUGH ITS DEPARTMENT OF PUBLIC WORKS, AND SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

This Memorandum of Understanding (MOU) is made and entered into by and between the San Bernardino County, through its Department of Public Works - Transportation (DEPARTMENT), the San Bernardino County Flood Control District (FLOOD CONTROL), and the San Bernardino County Fire Protection District's Office of the Fire Marshal Hazardous Materials Section (Hazmat).

This MOU addresses the procedures to be followed by Hazmat, DEPARTMENT, and FLOOD CONTROL, when responding to incidents involving hazardous materials releases, spills, or dumping on roadways within the County Maintained Road System (CMRS) or FLOOD CONTROL right-of-way. Roadways and drainage easements not maintained by the DEPARTMENT or FLOOD CONTROL are not included in this MOU.

RECITALS:

WHEREAS, the Santa Ana Regional Water Quality Control Board (Santa Ana Regional Board) has issued a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit (Phase I Stormwater Permit) to the San Bernardino County and FLOOD CONTROL for the urban portion of the County within the Santa Ana River watershed;

WHEREAS, the California State Water Resources Control Board (State Board) has issued and administered through the Lahontan Regional Water Quality Control Board (Lahontan Regional Board) a National Pollutant Discharge Elimination System (NPDES) Small MS4 Permit (Phase II Stormwater Permit) to the County of San Bernardino for a portion of the County within the Mojave River watershed;

WHEREAS, the Santa Ana Regional Board and the Lahontan Regional Board are collectively referred to as the Regional Boards;

WHEREAS, the Phase I Stormwater Permit and the Phase II Stormwater Permit are collectively referred to as the County Stormwater Permits;

WHEREAS, the County Stormwater Permits mandate immediate reporting of hazardous materials emergencies to the Executive Officer of the Regional Boards and appropriate outside agencies;

WHEREAS, the County Stormwater Permits mandate that prompt measures are taken to contain, remove, and dispose of spilled or deposited materials, which may pose a threat to public health and the environment.

WHEREAS, Hazmat, on behalf of San Bernardino County (County) is designated by the California Environmental Protection Agency as the County's Certified Unified Program Agency (CUPA) with staff trained and equipped to respond to emergency incidents involving spilled or deposited hazardous materials and has the resources to manage and investigate such incidents; and

WHEREAS, the DEPARTMENT and FLOOD CONTROL hereby authorize Hazmat to perform hazardous material removal and to coordinate remedial activities, whenever necessary, as set forth below, and Hazmat hereby agrees to respond to all such incidents reported to them within the CMRS and/or FLOOD CONTROL right-of-way.

NOW THEREFORE, the DEPARTMENT, FLOOD CONTROL and Hazmat agree as follows:

I. DEPARTMENT AND FLOOD CONTROL RESPONSIBILITIES

- A. The DEPARTMENT/FLOOD CONTROL will coordinate notification with Hazmat in the event that abandoned hazardous materials are discovered on CMRS roadways as described in item "C" below or FLOOD CONTROL right-of-way. The DEPARTMENT and/or FLOOD CONTROL will dispatch field personnel to the incident location, based upon the request from Hazmat during normal business hours and after hours if needed to evaluate potential property damage and, if necessary, provide operational support.

- B. CMRS is defined as County road right-of-way included in the maintained system by the County Board of Supervisors pursuant to Streets and Highways Code section 941. The DEPARTMENT maintains roadways from right-of-way to right-of-way in cases where there is a right-of-way document (e.g. grant of road easement), or on roadways acquired through prescriptive rights, the DEPARTMENT maintains only the disturbed areas of such roadways (i.e., berm to berm, shoulder to shoulder, etc.).

II. HAZMAT RESPONSIBILITIES

- A. Once Hazmat is notified of any dumped, deposited or released material within any CMRS roadway or FLOOD CONTROL right-of-way, Hazmat will respond to the incident and characterize the reported material. Material determined to be hazardous or a threat to public health or the environment shall be removed by Hazmat personnel or an approved State licensed Hazardous Materials contractor hired from a list of contractors approved by the DEPARTMENT and FLOOD CONTROL. Based on the circumstances of the situation, this determination will be made by Hazmat with the understanding that the responsible party or property owner is ultimately responsible for the cleanup and disposal and any associated costs.
- B. When the dumped, deposited or released material is determined by Hazmat not to be hazardous and not a threat to public health or the environment, Hazmat will advise the DEPARTMENT/FLOOD CONTROL of this determination. Non-hazardous material cleanup can be performed by the DEPARTMENT and/or FLOOD CONTROL personnel or a DEPARTMENT/FLOOD CONTROL-approved contractor.
- C. Hazmat will perform its responsibilities under this MOU within the constraints of federal, state, and County established guidelines.
- D. Hazmat will provide to the DEPARTMENT and/or FLOOD CONTROL the following documentation within thirty (30) days of any Hazmat incident response within DEPARTMENT and/or FLOOD CONTROL jurisdiction: location of the spill, address, description of material, quantity of material released, quantity of material recovered, date, time, agencies contacted, and description of action taken.
- E. When required by applicable regulations, Hazmat has the responsibility to notify local, state, and federal officials of a spill or release of a hazardous material or waste. This includes, but is not limited to, notifying the Executive Officer of the Santa Ana Regional Board (Phase I Stormwater Permit) or Executive Officer of the Lahontan Regional Board (Phase II Stormwater Permit) within twenty-four (24) hours of all incidents that pose a threat to human health or the environment, as per the County Stormwater Permits. Copies of any documentation submitted for such notification shall be furnished to the DEPARTMENT and/or FLOOD CONTROL.
1. When material is determined to be located on or originate from private property, Hazmat, with DEPARTMENT and/or FLOOD CONTROL support, will notify the property owner and/or facility operator to implement appropriate corrective measures. If the material continues to threaten CMRS roadways or FLOOD CONTROL right-of-way and the property owner and/or facility operator are non-responsive, Hazmat will be responsible for any necessary enforcement actions.
- F. Hazmat, DEPARTMENT and FLOOD CONTROL shall comply with all applicable laws and regulations in carrying out their respective responsibilities under this MOU, including, but not limited to, any applicable prevailing wage laws/requirements in the Labor Code and any applicable bidding requirements in the Public Contract Code.

III. FISCAL PROVISIONS

- A. Hazmat will provide the DEPARTMENT and/or FLOOD CONTROL a cost report summary including the following attachments within one hundred eighty (180) days of the initial Hazmat incident response (or earlier if necessary to comply with applicable regulations):
1. Incident Response Billing form (with such supporting documentation as copies of invoices from outside contractors).
 2. CUPA Hazmat Emergency Response Report.
- B. The DEPARTMENT or FLOOD CONTROL shall cooperate with Hazmat in recovering all costs expended for response and remediation. If a responsible party is identified, Hazmat shall seek

reimbursement for associated costs from the responsible party. If recovering said costs is impeded due to inability to contact the responsible party, or by responsible party financial hardship or lack of financial means, the DEPARTMENT or FLOOD CONTROL shall compensate Hazmat for any costs expended for response and remediation, and DEPARTMENT or FLOOD CONTROL may then pursue the responsible party for cost recovery directly.

IV. INDEMNIFICATION

FLOOD CONTROL agrees to indemnify, defend (with counsel approved by Hazmat) and hold harmless Hazmat, its officers, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability arising out of their obligations under this MOU.

DEPARTMENT agrees to indemnify, defend (with counsel approved by Hazmat) and hold harmless Hazmat, its officers, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability arising out of their obligations under this MOU.

Hazmat agrees to indemnify, defend (with counsel approved by the DEPARTMENT) and hold harmless the DEPARTMENT and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this MOU.

Hazmat agrees to indemnify, defend (with counsel approved by the FLOOD CONTROL) and hold harmless the FLOOD CONTROL and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this MOU.

In the event the DEPARTMENT and/or FLOOD CONTROL and/or Hazmat is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the MOU, the DEPARTMENT and/or FLOOD CONTROL and/or Hazmat shall indemnify the other to the extent of its comparative fault.

Furthermore, if the DEPARTMENT and/or FLOOD CONTROL and/or Hazmat attempt to seek recovery from the other for Workers' Compensation benefits paid to an employee, the DEPARTMENT and/or FLOOD CONTROL and/or Hazmat agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

V. TERM

- A. This MOU is effective as of September 23, 2025, and shall terminate on September 22, 2030.
- B. Amendments to this MOU may be proposed by any party to this agreement. Any amendment to this MOU shall become effective only upon written approval of all parties to this MOU.

VI. TERMINATION

- A. Any party to this MOU may terminate this MOU, without cause, by providing thirty (30) days advance written notice to the other parties as outlined below.
- B. When notices are required, pursuant to this MOU, such notice shall be provided in writing, and mailed to the appropriate address listed below.

DEPARTMENT: Director
 San Bernardino County Department of Public Works
 825 East Third Street, Room 101
 San Bernardino, CA 92415-0835

FLOOD CONTROL: Chief Flood Control Engineer
San Bernardino County Flood Control District
825 East Third Street, Room 101
San Bernardino, CA 92415-0835

Hazmat: Fire Marshal
San Bernardino County Fire Protection District
Hazardous Materials Division
598 S. Tippecanoe Ave., 1st Floor
San Bernardino, CA 92415

VII. CONCLUSION

- A. This MOU constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this MOU supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.
- B. The undersigned affirm that they are authorized to commit and bind their respective entities to the terms and conditions set forth in this document.
- C. This MOU shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be subscribed on their behalf by their duly authorized officers, the day, month and year written.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

► Dawn Rowe
 Dawn Rowe, Chair, Board of Directors

Dated: SEP 23 2025
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By Lynna Monell
 Lynna Monell, Secretary
 Deputy



SAN BERNARDINO COUNTY, through its Department of Public Works - Transportation

► Dawn Rowe
 Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 23 2025
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By Lynna Monell
 Lynna Monell, Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► Dawn Rowe
 Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 23 2025
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By Lynna Monell
 Lynna Monell, Clerk of the Board of Supervisors



FOR COUNTY USE ONLY

Approved as to Legal Form
 ► Rick Luczak
 Rick Luczak, Deputy County Counsel
 Date 9/17/2025

Reviewed/Approved by Department
 ► Anthony Pham
 Anthony Pham, P.E., Engineering Manager
 Date _____

Reviewed/Approved by Department
 ► _____
 Date _____