



Contract Number

SAP Number

N/A

Department of Public Health

Department Contract Representative John Greswit
Telephone Number (909) 388-0255

Contractor City of Needles
Contractor Representative Patrick Martinez
Telephone Number (760) 326-2115 ext. 126
Contract Term 8/25/2020 through 8/24/2023
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center 9300511000

IT IS HEREBY AGREED AS FOLLOWS:

This Memorandum of Understanding (MOU) is made and entered into by and between the County of San Bernardino Department of Public Health, Environmental Health Services Division (County) and the City of Needles (City).

This MOU addresses the procedures to be followed by the County and City for the provision of environmental health services in the City's incorporated areas.

WHEREAS, The County desires to provide environmental health services in the areas designated below; and

WHEREAS, City desires the provision of environmental health services in the areas designated below; and

WHEREAS, County is qualified to provide the environmental health services designated below; and

WHEREAS, City desires that such services be provided by County and County agrees to perform these services as set forth below;

NOW THEREFORE, County and City mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. COUNTY RESPONSIBILITIES 3

II. CITY RESPONSIBILITIES 3

III. MUTUAL RESPONSIBILITIES 3

IV. FISCAL PROVISIONS 4

V. TERM..... 4

VI. EARLY TERMINATION 4

VII. GENERAL PROVISIONS..... 4

VIII. CONCLUSION 5

ATTACHMENTS

ATTACHMENT A – Schedule of Services

I. COUNTY RESPONSIBILITIES

- A. The County offers the following services to incorporated cities. The County will provide to the City those specific services selected from this list, as is provided in the Schedule of Services (Attachment A).
1. Conduct routine, follow-up, and special enforcement inspections of all multi-family dwelling units (three or more units).
 2. Conduct routine, follow-up, and special enforcement inspections of all hotels and motels.
 3. Conduct routine, follow-up, and special enforcement inspections of all massage clinics.
 4. Apply appropriate enforcement activities for substandard housing.
- B. During the term of this MOU, the County officers and their deputies shall exercise the same powers and duties, including methods of enforcement, within the jurisdiction of the City as are conferred upon such officers by law as County officers. The County officers and their deputies shall enforce all provisions of the County Code relating to those services provided.
- C. For purposes of this MOU, the jurisdiction of the City encompasses only the incorporated areas of the City, and does not extend to spheres of influence.

II. CITY RESPONSIBILITIES

Compensate County as provided in Fiscal Provisions (Section IV).

III. MUTUAL RESPONSIBILITIES

- A. In the performance of this MOU, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the City.
- B. Indemnification
1. The City agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the City's negligent acts or omissions in performing its obligations under this MOU.
 2. The County agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and volunteers from any and all claims, actions or losses, damages and/or liability arising out of the County's negligent acts or omissions in performing its obligations under this MOU.
 3. In the event the County and City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and City shall each indemnify the other to the extent of its comparative fault or negligence.
- C. Insurance
1. County and City are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's 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 and conditions of this MOU.

2. Each Party shall require the carriers of required coverages to waive all rights of subrogation against the other party, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit each party's employees or agents from waiving the right of subrogation prior to a loss or claim. The City hereby waives all rights of subrogation against the County. The County hereby waives all rights of subrogation against the City.
 3. Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to, and approved by, County's and City's Risk Management.
- D. In the event of any dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. FISCAL PROVISIONS

- A. City and County agree that all fees and revenue collected by the County for services performed hereunder, including the issuance of permits, the conducting of inspections and so forth, shall be retained by the County as payment for the services provided to City under the terms of this MOU. Fees shall be charged in accordance with the County Fee Ordinance, which may be amended from time to time. The current County Fee Ordinance shall be provided to City.
- B. Any additional services requested by City to be performed by County shall be performed at an additional cost and in a manner mutually agreed upon by the City and County prior to the rendering of services. City shall reimburse County for additional services at the hourly rate prescribed in the County Fee Ordinance for such category of services.

V. TERM

This MOU shall be effective for a three-year term, commencing upon the execution of the MOU by both parties.

VI. EARLY TERMINATION

This MOU may be terminated without cause by either party by serving a written notice to the other party thirty (30) days in advance of termination. The Director of Public Health is authorized to exercise the County's rights with respect to any termination of this MOU.

VII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

City: City of Needles
817 Third Street
Needles, CA 92363

County: County of San Bernardino
Environmental Health Services
385 N. Arrowhead Avenue 2nd floor
San Bernardino, CA 92415-0160

Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or MOU not incorporated herein shall be binding on any of the Parties hereto.

VIII. CONCLUSION

- A. This MOU, consisting of five (5) pages and Attachment A, is the full and complete document describing services to be rendered by County to City, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

City of Needles

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

►

 Curt Hagman, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

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

Name Jeff Williams
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino

Title Mayor
(Print or Type)

By _____
 Deputy

Dated: _____

Address 817 Third Street

Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form ► Adam Ebright, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► Jennifer Mulhall-Daudel, HS Contracts Date _____	Reviewed/Approved by Department ► Corwin Porter, Interim Director Date _____
---	--	---

SCHEDULE OF SERVICES

1. Conduct routine, follow-up, and special enforcement inspections of all multi-family dwelling units (three or more units).
2. Conduct routine, follow-up, and special enforcement inspections of all hotels and motels.
3. Conduct routine, follow-up, and special enforcement inspections of all massage clinics.
4. Apply appropriate enforcement activities for substandard housing.