

MEMORANDUM OF UNDERSTANDING
between
San Bernardino County, through its Department of Public Health
and
San Bernardino County Flood Control District
for
Vector Control Services

April 1, 2024

This Memorandum of Understanding (MOU) is made and entered into by and between the San Bernardino County, through its Department of Public Health, Environmental Health Services Division, Mosquito and Vector Control Program, hereafter referred to as "Department", and the San Bernardino County Flood Control District, hereafter referred to as "District". Department and District are individually referred to herein as "Party" and collectively as "Parties."

This MOU addresses the procedures to be followed by the Department when providing vector control services within District facilities.

WHEREAS, District desires vector control services for its facilities; and

WHEREAS, District finds Department qualified to provide such services; and

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

NOW THEREFORE, District and Department mutually agree to the following terms and conditions:

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ATTACHMENT

ATTACHMENT A – PROGRAM BUDGET

I. DEPARTMENT RESPONSIBILITIES

Department shall:

- A. Provide those services set forth herein, collectively, "Vector Control Services," for District's flood control facilities, with the exception of facilities within West Valley Mosquito and Vector Control District's jurisdiction (as defined by the San Bernardino County Local Agency Formation Commission).
- B. Provide to District all necessary Department staff to perform inspections, abatement, and disease surveillance activities to control nuisance and disease vectors as approved/requested by District's Chief Flood Control Engineer or designee.
- C. Ensure Department's Vector Control Technician responds to service requests within two (2) business days after receipt of such request.
- D. Provide all pesticide materials needed for controlling the breeding of nuisance and disease vectors at District's flood control facilities, excluding those within West Valley Mosquito and Vector Control District's Jurisdiction. Department will invoice District for the cost of pesticide materials applied to District's flood control facilities.
- E. Provide pesticide application equipment, tools, personal protective equipment, and other supplies necessary for performing vector abatement activities in compliance with requirements.
- F. Provide administrative support in the form of preparation of correspondence and semi-annual reports to District.
- G. Comply with the terms of California Statewide General National Pollutant Discharge Elimination System Permit for the Discharge of Aquatic Pesticides for Aquatic Weed Control in Waters of the United States Order No. 2011-0002-DWQ in its provision of services to District under this MOU.
- H. Comply with all other applicable permits and orders, as well as future permits and orders issued by the State Water Resources Control Board Report to District by e-mail any discovered non-compliance with Order No. 2011-0002-DWQ or any other applicable permit or order issued by the State Water Resources Control Board.
- I. Provide District with any information, correspondence, and reports necessary to comply with all applicable permits and orders issued by the State Water Resources Control Board in a timely manner.
- J. Not assign this MOU either in whole or in part, unless written approval is provided by District.
- K. Not subcontract any task under this MOU without the written express approval from District's Flood Chief Flood Control Engineer (hereinafter referred to as District's Director). If written approval is granted by District, Department shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.
- L. Comply with any and all applicable laws, including but not limited to, the payment of prevailing wages for subcontracted work.
- M. Retain all records and information pertaining to the delivery of services under this MOU. Department will permit District or other requesting regulatory agency to examine the records and review information pertaining to their activities.
- N. Prepare all necessary forms associated with Order No. 2011-0002-DWQ, or associated with all future permits and orders (if applicable) issued by the State Water Resources Control Board for submission to District. After receipt of written concurrence by District, Department shall submit necessary forms, reports, etc. to the State Water Resources Control Board, or appropriate Regional Board.
- O. Invoice District thirty (30) calendar days after each semiannual service period has ended on January 31st and July 31st each year.

Semi-annual invoices will be sent to:

San Bernardino County Flood Control District
Operation Division
Attn: Noel Castillo

II. MUTUAL RESPONSIBILITIES

- A. District and Department shall exchange necessary information related to the MOU activities in a manner that prevents unauthorized disclosures.
- B. In the event of a dispute under the MOU, District and Department will use their best endeavors to resolve the dispute at an operational level before referring to their respective superiors.
- C. District and Department will work cooperatively to ensure effective compliance activities are maintained and where reasonably possible, will provide the other with information necessary to support these efforts in compliance with applicable federal, state, and local laws.

III. DISTRICT RESPONSIBILITIES

District shall:

- A. Provide Department access to District property to provide Vector Control Services.
- B. Provide reasonable notice of any changes in District's facility inventory that is anticipated to increase Department's scope of work; Department will respond with cost report summary which covers all anticipated costs associated with the expanded service area.

IV. FISCAL PROVISIONS

- A. The maximum amount of payment under this MOU shall not exceed \$581,071.50 (based on actual costs), for the period of April 1, 2024, through June 30, 2028, as set forth in the Program Budget (Attachment A) and shall be subject to availability of District funds. District will be responsible for the labor costs incurred by Department in providing services consistent with this MOU. Additionally, Department will charge District for the cost of pesticides applied to flood control facilities, vehicles used in the provision of services and other supplies and equipment under this MOU. Both District and Department recognize and agree that the not-to-exceed amount of \$581,071.50 takes into account all of the costs identified herein, including a two percent (3%) annual increase to pesticide, vehicle, and other supply and equipment costs, and two percent (3%) potential labor costs increase (based on board approved rates of pay for the positions). In the event Department determines costs will exceed the \$581,071.50 amount, Department shall advise District of this finding prior to expending the entire amount and the Parties shall negotiate in good faith an amendment to this MOU.
- B. Compensation may be reduced or withheld in the event that Department fails to comply with the provisions of this MOU, or does not perform in accordance with the terms of this MOU.
- C. District will process payment, via Request for Transfer, within thirty (30) calendar days after receipt of invoice from Department. Billing shall not be authorized for Department services billed in excess of each fiscal year's allocation in District budget without prior approval from District.
- D. Funds made available under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU. Department shall not claim reimbursement or payment from District for, or apply sums received from District with respect to that portion of its obligations which have been paid by another source of revenue. Department agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of District.

IV. RIGHT TO MONITOR AND AUDIT

- A. Program, and fiscal staff for District shall have the absolute right to monitor the performance of Department in the delivery of services provided under this MOU. Performance evaluation shall include, but will not be limited to, work site visits, customer interviews, and review of program files and documentation.

- B. Administrative support staff for District or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Department in the delivery of services provided under this MOU. Full cooperation shall be given by Department in any auditing or monitoring conducted.
- C. Department shall cooperate with District in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by support staff for District, federal and state representatives for a period of three (3) years after final payment under the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of Department which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another agreement. Technical program data shall be retained locally and made available upon District's reasonable advance written notice or turned over to District.
- E. Department shall provide all reasonable facilities and assistance for the safety and convenience of District's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Department.

V. TERM

This MOU is effective as of April 1, 2024, and expires June 30, 2028 unless the MOU is terminated sooner by either party in accordance with Section VII of this MOU.

VI. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. District's Chief Flood Control Engineer, or his/her appointed designee, is authorized to exercise District's rights with respect to any termination of this MOU. Department's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of Department.
- B. Department will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Department will not be reimbursed for costs incurred after the date of termination.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, District shall notify Department, and within thirty (30) days written notice, move to reduce or eliminate this MOU.

VII. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a 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 or 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 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, and approved by the Board of Supervisors as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Both Department and District are members of the San Bernardino County's self-insurance program.
- D. 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:

San Bernardino County
EHS Vector Control
Attn: Adela Evans
385 N. Arrowhead, Second Floor
San Bernardino, CA 92415

San Bernardino County Flood Control District
Operation Division
Attn: Noel Castillo
825 E. Third Street
San Bernardino, CA 92415-0835

VIII. ELECTRONIC SIGNATURES

This Agreement 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 Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request.

IX. CONCLUSION

- A. This MOU, consisting of seven (7) pages and an Attachment, is the full and complete document describing services to be rendered by Department to District including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective department and agency to the terms and conditions set forth in this document.

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SERVICES

Name: Joshua Dugas
Title: Director
Address: 451 E. Vanderbilt Way
San Bernardino, CA
Date: _____

APPROVED AS TO LEGAL FORM:

Name: Adam Ebright
Title: Deputy County Counsel
Address: 385 N. Arrowhead Avenue
San Bernardino, CA
Date: _____

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

Name: Noel Castillo
Title: Chief Flood Control Engineer
Address: 825 E. Third Street
San Bernardino, CA
Date: _____

APPROVED AS TO LEGAL FORM:

Name: Sophie Curtis
Title: Deputy County Counsel
Address: 385 N. Arrowhead Avenue
San Bernardino, CA
Date: _____

SAN BERNARDINO COUNTY

►

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
of San Bernardino County

By _____
Deputy

SAN BERNARDINO COUNTY FLOOD CONTROL
DISTRICT

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
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CHAIRMAN OF THE BOARD

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

BY _____
Deputy

PROGRAM BUDGET

San Bernardino County Flood Control District
&
Vector Control

Cost table for services April 2024 – June 2028

FLOOD CONTROL CONTRACT		PE 5407		
FA0014212	OW0005864	February	August	TOTAL
FY 23/24	April 1, 2024 - June 30, 2024		\$31,935.50	\$31,935.50
FY 24/25	July 1, 2024 - June 30, 2025	\$65,629.00	\$65,629.00	\$131,258.00
FY 25/26	July 1, 2025 - June 30, 2026	\$67,598.00	\$67,598.00	\$135,196.00
FY 26/27	July 1, 2026 - June 30, 2027	\$69,626.00	\$69,626.00	\$139,252.00
FY 27/28	July 1, 2027 - June 30, 2028	\$71,715.00	\$71,715.00	\$143,430.00
			5-year Total	\$581,071.50