



Contract Number

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Sameh Basta
Telephone Number	Deputy Director, Operations (909) 387-8040
Contractor	City of Upland
Contractor Representative	Sergeant Bryce Milakovich
Telephone Number	(909) 946-7624
Contract Term	September 9, 2025 through September 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 Upland, 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 the 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 Upland 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 September 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** – Sergeant; Upland Police Quality-of-Life Team
- 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 Upland 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 Upland

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

By ►

(Authorized signature - sign in blue ink)

Name Michael Blay

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: _____

Address 460 N. Euclid Avenue

Upland, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Sophie A. Curtis, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Andy Silao, P.E.

Date _____

Reviewed/Approved by District

►

Noel Castillo, Chief Flood Control Engineer

Date _____