



**Contract Number**

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**SAP Number**

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## San Bernardino County Flood Control District

**Department Contract Representative**

Arlene B. Chun, M.S., P.E.  
Engineering Manager,  
Environmental Management Division

**Telephone Number**

909-387-8109

**Contractor**

Riverside County Flood Control and  
Water Conservation District

**Contractor Representative**

Richard Boon, Division Chief  
Watershed Protection

**Telephone Number**

951-955-1273

**Contract Term**

September 10, 2024 – March 10, 2025

**Original Contract Amount**

\$50,000

**Amendment Amount**

 

**Total Contract Amount**

\$50,000

**Cost Center**

CC: 1990002552

GL: 52002445

WinCAMS: N10602

**Grant Number (if applicable)**

n/a

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, on March 3, 2024, the Santa Ana Regional Water Quality Control Board (SARWQCB) released the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Tentative Order No. R8-2024-0001 (Tentative Order) for urban stormwater discharges within the Santa Ana River watershed from portions of San Bernardino County, County of Riverside, and County of Orange; and

**WHEREAS**, the Tentative Order is regional, regulating urban stormwater discharges from areas within the Santa Ana River watershed of San Bernardino County, County of Riverside, and County of Orange; and

**WHEREAS**, sixty (60) municipal, county, and special district agencies are named as permittees in the Tentative Order; and

**WHEREAS**, the San Bernardino County Flood Control District (District) is named as the Principal Permittee in the Tentative Order; and

**WHEREAS**, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) is named as the Principal Permittee for the County of Riverside permittees; and

**WHEREAS**, the District and RCFC&WCD desire to jointly pursue activities, projects, programs, and/or strategies mutually beneficial to the District and RCFC&WCD;

**WHEREAS**, the District be the contracting lead with any future consultant(s) or vendor(s) providing services jointly beneficial to both the District and RCFC&WCD, subject to reimbursement from RCFC&WCD, so long as the amount does not exceed the Total Contract Amount listed above; and

**NOW, THEREFORE**, the District and RCFC&WCD mutually agree to the following terms and conditions:

**A. DEFINITIONS**

**A.1 COUNTY.** San Bernardino County.

**A.2 DISTRICT.** San Bernardino County Flood Control District.

**A.3 MS4.** Municipal Separate Storm Sewer System.

**A.4 NPDES.** National Pollutant Discharge Elimination System.

**A.5 RCFC&WCD.** Riverside County Flood Control and Water Conservation District.

**A.6 SARWQCB.** The Santa Ana Regional Water Quality Control Board.

**A.7 TENTATIVE ORDER or TO.** Order No. R8-2024-0001; the *proposed* NPDES MS4 Permit that would replace the current MS4 permit when adopted by the SARWQCB at a future SARWQCB meeting. The Tentative Order is regional, naming sixty (60) municipal, county, and special district agencies of San Bernardino County, the County of Riverside, and the County of Orange within the Santa Ana River watershed.

**B. RCFC&WCD RESPONSIBILITIES**

**B.1** Partner with District on activities, projects, programs, and/or strategies mutually beneficial to each agency's or permittee group's position on the Tentative Order;

**B.2** Reimburse District within 30 calendar days of receipt of District invoices for services rendered by mutually agreed-upon District consultant(s)/vendor(s);

**B.3** Provide the District with up-to-date information as it becomes available which may have an effect on the project activities being performed by mutually agreed-upon consultant(s)/vendor(s); and

**B.4** Examine all studies, reports, estimates, proposals, and other documents prepared by mutually agreed-upon consultant(s)/vendor(s).

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

RCFC&WCD agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of RCFC&WCD and District. Mutually-beneficial activities, projects, programs, and/or strategies with consultant(s) and/or vendor(s) may be added pursuant to a signed written amendment, as an exhibit(s) to this Contract once approved by the Chief Flood Control Engineer, or their delegate, on behalf of the District and approved by the person(s) authorized to do so on behalf of RCFC&WCD.

**C.3 Contract Assignability**

Without the prior written consent of the District, the Contract is not assignable by RCFC&WCD either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The parties reserve the right to enter into a contract with other contractors for the same or similar services. The parties do not guarantee or represent that they will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 RESERVED**

**C.7 Change of Address**

The parties shall notify each other in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 RESERVED**

**C.10 Confidentiality**

RCFC&WCD shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. RCFC&WCD shall not use or disclose any identifying information for any purpose other than carrying out the RCFC&WCD's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

RCFC&WCD will designate an individual to serve as the primary point of contact for the Contract. RCFC&WCD or designee must respond to District inquiries within two (2) business days. RCFC&WCD shall not change the primary contact without written acknowledgement to the District. RCFC&WCD will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 District Representative**

The Chief Flood Control Engineer, or their designee, shall represent the District in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract. If this contract was initially approved by the District Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.13 RESERVED**

**C.14 RESERVED**

**C.15 RESERVED**

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 RESERVED**

**C.18 RESERVED**

**C.19 RESERVED**

**C.20 RESERVED**

**C.21 Informal Dispute Resolution**

In the event the parties determine that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

RCFC&WCD shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. RCFC&WCD shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. RCFC&WCD will notify District immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit, and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the District determines that RCFC&WCD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Contract may be immediately terminated.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Subject to applicable federal and state disclosure laws, RCFC&WCD shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by

the District to RCFC&WCD or an agent of RCFC&WCD or otherwise made available to RCFC&WCD or RCFC&WCD's agent in connection with this Contract; or, (2) acquired, obtained, or learned by RCFC&WCD or an agent of RCFC&WCD in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by consultant(s) and/or vendor(s) pursuant to the mutually-beneficial activities, projects, programs, and/or strategies set forth in this Contract shall be considered property of the District and RCFC&WCD upon RCFC&WCD's reimbursement of District hereunder.

**C.29 RESERVED**

**C.30 RESERVED**

**C.31 RESERVED**

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of the Contract or RCFC&WCD's relationship with District may be made or used without prior written approval of the District.

**C.34 RESERVED**

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 RESERVED**

**C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon RCFC&WCD or District, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. RCFC&WCD and District further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by RCFC&WCD for District.

**C.38 Termination for Convenience**

The parties reserves the right to terminate the Contract, for their convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, reimbursement will be made to the District for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon termination notice, District shall promptly discontinue services. District shall deliver promptly to RCFC&WCD and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, reports, and remaining balances of invoice(s) due the District.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

RCFC&WCD shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the District. RCFC&WCD shall make a reasonable effort to prevent employees, RCFC&WCD, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the District determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the District and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom RCFC&WCD's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 RESERVED**

**C.43 Disclosure of Criminal and Civil Procedures**

The District reserves the right to request the information described herein from the RCFC&WCD. Failure to provide the information may result in a termination of the Contract. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The RCFC&WCD also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

RCFC&WCD is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates, or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the

RCFC&WCD will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the RCFC&WCD is required to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the RCFC&WCD will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**D. TERM OF CONTRACT**

This Contract is effective as of September 10, 2024 and expires March 10, 2025 but may be terminated earlier in accordance with provisions of this Contract.

**E. DISTRICT RESPONSIBILITIES**

**E.1** Designated in writing a person or persons to act as representative of the District with respect to the work to be performed under this Contract. Such personnel shall transmit instructions, receive information, and interpret policies and decisions of the District with respect to work covered by this Contract. The point of contact as representative of the District is as follows:

San Bernardino County Flood Control District  
Attn: Arlene B. Chun, M.S., P.E., Engineering Manager  
Environmental Management Division  
825 East Third Street, Room 123  
San Bernardino, CA 92415-0835  
Phone: (909) 387-8109  
E-mail: [Arlene.Chun@dpw.sbcounty.gov](mailto:Arlene.Chun@dpw.sbcounty.gov)

**E.2** Partner with RCFC&WCD on activities, projects, programs, and/or strategies mutually beneficial to each agency's or permittee group's position on the Tentative Order;

**E.2** Issue RCFC&WCD invoices for reimbursement within 30 calendar days of receipt of invoices for services rendered by mutually agreed-upon consultant(s)/vendor(s);

**E.3** Provide the RCFC&WCD with up-to-date information as it becomes available which may have an effect on the project activities being performed by mutually agreed-upon consultant(s)/vendor(s);

**E.4** Examine all studies, reports, estimates, proposals, and other documents prepared by mutually agreed-upon consultant(s)/vendor(s); and

**E.5** Give prompt written notice to the RCFC&WCD whenever the District asserts that RCFC&WCD's performance is deficient with regards to RCFC&WCD's responsibilities.

**F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment by RCFC&WCD under this Contract shall not exceed \$50,000. The consideration to be reimbursed by the RCFC&WCD, as provided herein, shall be in full payment for all consultant or vendor services and expenses incurred in the performance hereof, including travel and per diem, mutually-beneficial activities, projects, programs, and/or strategies.

- F.2** District invoices shall be issued with a net thirty (30) calendar day payment term with corresponding Purchase Order number stated on the invoice.
- F.3** RCFC&WCD shall process all payments to District via electronic funds transfer (EFT) directly deposited into the District's designated checking or other bank account. RCFC&WCD shall promptly comply with directions and accurately complete forms provided by District required to process EFT payments. RCFC&WCD also has the option to issue warrants to the District.
- F.4** District and RCFC&WCD are exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on District or RCFC&WCD or on any taxes levied on employee wages.
- F.5** RCFC&WCD shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1** Neither RCFC&WCD nor any officer or employee of RCFC&WCD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of District or its contractors, consultants, or vendors under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of District under this Contract. It is also understood and agreed that, pursuant to Government Code, Section 895.4, District shall fully indemnify, defend and hold RCFC&WCD harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of District or its contractors, consultants, or vendors under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of District under this Contract.

**G.2** Neither District nor any officer or employee of District shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of RCFC&WCD or its contractors, consultants or vendors under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of RCFC&WCD under this Contract. It is also understood and agreed that, pursuant to Government Code, Section 895.4, RCFC&WCD shall fully indemnify, defend and hold District harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of RCFC&WCD or its contractors, consultants, or vendors under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of RCFC&WCD under this Contract.

**G.3** In the event District and/or RCFC&WCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, District and/or RCFC&WCD shall indemnify the other to the extent of its comparative fault.

**G.4** RCFC&WCD and District agree to waive all rights of subrogation against each other.

**G.5** District and RCFC&WCD are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability and Worker's Compensation, and warrant that through their own program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of District and RCFC&WCD's performance of the terms, conditions or obligations of this Contract.

**H. RESERVED**

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by RCFC&WCD to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.



- I.2** In the event of a non-cured breach, District may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford RCFC&WCD thereafter a time period within which to cure the breach, which period shall be established at the reasonable discretion of District; and/or
  - b. Terminate this Contract immediately. In the event of such termination, the cost owed to the District by the RCFC&WCD under this Contract and the balance, if any, shall be paid by RCFC&WCD upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County Flood Control District  
Environmental Management Division  
825 East Third Street, Room 123  
San Bernardino, CA 92415  
Attention: Arlene B. Chun*

*Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attention: Richard Boon*

Notice shall be deemed communicated two (2) District working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

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 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 Contract upon request.

**IN WITNESS WHEREOF**, the San Bernardino County Flood Control District and the Riverside County Flood Control and Water Conservation District have each caused this Contract 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

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

By ► \_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Name **Jason E. Uhley**  
*(Print or type name of person signing contract)*

Title **General Manager – Chief Engineer**  
*(Print or Type)*

Dated: \_\_\_\_\_  
 Address **1995 Market Street  
 Riverside, CA 92501**

APPROVED AS TO FORM:

Minh C. Tran  
 County Counsel

\_\_\_\_\_  
 Amrit P. Dhillon  
 Deputy County Counsel

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by District
► _____ Sophie A. Curtis, Deputy County Counsel	► _____ Andy Silao, P.E., Engineering Manager	► _____ Noel Castillo, Chief Flood Control Engineer
Date _____	Date _____	Date _____