



Contract Number

SAP Number

Regional Parks Department

Department Contract Representative	Beahta R. Davis, Director
Telephone Number	909-387-2340
Contractor	County Service Area 70
Contractor Representative	Noel Castillo, Director
Telephone Number	760-955-9885
Contract Term	July 1, 2026 – June 30, 2036
Original Contract Amount	\$10,400,000
Amendment Amount	
Total Contract Amount	\$10,400,000
Cost Center	6520001000
Grant Number (if applicable)	N/A

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN BERNARDINO COUNTY REGIONAL PARKS
AND COUNTY SERVICE AREA 70

WHEREAS, SAN BERNARDINO COUNTY, REGIONAL PARKS DEPARTMENT (hereinafter referred to as “DEPARTMENT”) operates various County regional parks (hereinafter referred to as “PARKS”), including, but not limited to: Big Morongo Canyon Wildlife Preserve, Calico Ghost Town Regional Park, Cucamonga-Guasti Regional Park, Glen Helen Regional Park (excluding the potable water system), Lake Gregory Dam and Regional Park, Moabi Regional Park, Mojave Narrows Regional Park, Mojave River Forks Regional Park, Prado Regional Park, and Yucaipa Regional Park; and

WHEREAS, COUNTY SERVICE AREA 70 (hereinafter referred to as “CSA 70”) has qualified California State Water Resources Control Board (SWRCB) professionally licensed operators to provide Water and Wastewater System Operations, Maintenance, and Management Services; and

WHEREAS, DEPARTMENT has water and wastewater infrastructure systems (hereinafter referred to as “SYSTEMS”) that include, but are not limited to, water distribution systems, water treatment systems, wastewater collection systems, aquatic facility pump and conveyance systems, wastewater treatment plants, storm drain

systems, recycled water systems, irrigation systems, and related system appurtenances located throughout PARKS which require SWRCB licensed operators to operate; and

WHEREAS, CSA 70 has sufficient available staff with appropriate state licensing in water and wastewater with extensive experience in the operation, maintenance, and management of public water and wastewater systems in the vicinity of the various PARKS' SYSTEMS;

NOW THEREFORE, CSA 70 and DEPARTMENT mutually agree to the following terms and conditions:

I. CSA 70 SERVICE RESPONSIBILITIES

- A. CONDUCT** - CSA 70 shall perform for DEPARTMENT, in a good and workmanlike manner subject to the reasonable satisfaction of DEPARTMENT, the PARKS' SYSTEMS operation, maintenance, and management services as set forth in this MOU and more specifically described in Section "E" herein. All activities shall be conducted in a manner that complies with local, state, and federal regulatory requirements.
- B. SUPERVISION** - To effectuate the provisions of this MOU, CSA 70's supervisory personnel shall regularly inspect the PARKS' SYSTEMS, the work done by CSA 70's personnel, and shall exercise complete authority over all such employees. CSA 70 shall immediately remove any employee whose conduct or workmanship is unsatisfactory to DEPARTMENT.
- C. EMERGENCY** - CSA 70 shall supply DEPARTMENT with a copy of its Emergency Notification Plan that includes emergency call-out telephone numbers. CSA 70 shall provide an updated copy of this plan anytime there is an amendment to procedures or contact information. CSA 70 shall provide service on a 24-hour-per-day, 7-day-per-week basis according to the services specified in this MOU. Department will participate in the emergency on-call response buy-in program. CSA 70's emergency on-site response time will be one and a half (1½) hours or less (excluding inclement weather delays), with the exception of Moabi Regional Park (emergency response time will be 5 hours or less).

CSA 70 may elect to utilize the services of a qualified and licensed contractor to effect emergency repairs if it determines it is in both parties' best interests to do so. CSA 70 maintains "On-Call" contractors with the appropriate licensing, insurance and indemnifications for this purpose. The substitution of a contractor for CSA 70 staff shall be at-cost to DEPARTMENT plus an indirect administrative cost (currently set at 33.58%), subject to change annually.

- D. EMPLOYEES/ OPERATOR QUALIFICATIONS** - All CSA 70 employees providing services pursuant to this MOU must possess minimum licensing/certification, or under direct supervision of a licensed/certified operator in compliance with local, state, and federal requirements for PARKS' SYSTEMS operations and maintenance (O&M). All CSA 70 employees assigned to the PARKS' SYSTEMS shall provide services pursuant to this MOU and shall be trained in their assigned tasks, be able to analyze and resolve water and wastewater problems, address and resolve operational service issues in a safe manner, and provide written recommendations and reports. CSA 70 shall ensure that assigned staff receives safety training in accordance with CAL-OSHA standards.
- E. SERVICES AND REPORTS** - CSA 70 shall provide the necessary communications and completed reports to the appropriate local, County, and State agencies as required by the regulatory requirements governing the PARKS' SYSTEMS, including: the County of San Bernardino Environmental Health Services (EHS); the Mojave Water Agency's Watermaster; the SWRCB and its local branch of the California Regional Water Quality Control Board (CRWQCB); the Environmental Protection Agency (EPA); and the regional Air Quality Management District.

CSA 70 shall ensure compliance with all permit and regulatory requirements of the PARKS' SYSTEMS within their current design and operational capabilities. CSA 70 shall procure and maintain all required PARKS' SYSTEMS permits, licenses, and/or certifications. In the event that the PARKS' SYSTEMS do not comply with permit or regulatory requirements, CSA 70 shall notify

DEPARTMENT in writing with recommendations outlining the proposed corrective action. CSA 70 shall inform and submit in writing to DEPARTMENT any permit and/or regulatory requirements that cannot be met by CSA 70. CSA 70 shall not be held liable for permit and/or regulatory non-compliance issues that result from a force majeure.

CSA 70's costs to operate, maintain and manage the PARKS' SYSTEMS are based on the requirements established by, but not limited to: County EHS, SWRCB (and local RWQCB), the EPA, and other local, state and/or federal government agencies. Should local, state, and/or federal regulatory agencies revise DEPARTMENT's permit requirements for water and/or wastewater at any of the PARKS' SYSTEMS, DEPARTMENT shall be responsible for any increased costs to CSA 70 for regulatory compliance.

CSA 70 shall inspect and maintain PARKS' SYSTEMS logs in compliance with regulatory agency standards and requirements.

CSA 70 shall be qualified to operate and maintain the PARKS' SYSTEMS in accordance with original equipment manufacturers (OEM) specifications and standards. CSA 70 shall be responsible for operating and maintaining the following:

1. Potable Water Distribution Systems – staff shall maintain, per regulatory compliance requirements including Title 22, California Code of Regulations and Title 17 (Cross-Connection Control) in accordance with the water supply permit for all water distribution systems with pipelines, including but not limited to: production wells, pumps, motors, water distribution pipelines, valves, water storage facilities, pneumatic tanks, backflow devices, pressure regulators, pressure vacuum breakers, flow meters, fire hydrants, chemical feed systems, electrical and instrumentation controls, Supervisory Control and Data Acquisition (SCADA), alarm systems, analyzers, and associated water distribution system appurtenances. The following scope of services is included in this MOU:
 - a. CSA 70 shall operate the regulated potable water distribution systems (3-inch diameter pipes and larger) and log each system one to three times per week depending on PARK SYSTEM location and provide monthly reports to DEPARTMENT
 - b. CSA 70 shall evaluate and/or repair all PARKS' SYSTEMS potable water distribution pipeline issues for sizes 3-inches or greater in diameter and may use On-Call contractors to correct or repair any problems
 - c. CSA 70 shall flush up to one-hundred percent (100%) of dead-end pipelines in PARKS' SYSTEMS regulated potable water systems annually, or on a schedule which maximizes water conservation during drought conditions
 - d. CSA 70 shall test valves by exercising one-hundred percent (100%) of the regulated potable water valves annually at PARKS' SYSTEMS
 - e. CSA 70 shall test fifty percent (50%) of regulated potable water fire hydrants at PARKS' SYSTEMS annually
 - f. CSA 70 shall test and certify all backflow preventers at PARKS SYSTEMS annually and may utilize On-Call contractors
 - g. CSA 70 shall conduct water sampling for laboratory analysis on PARKS regulated potable water distribution SYSTEMS as required. all sampling shall be performed at the prescribed frequency, locations, and analytical methods required by regulation. Any monitoring result that exceeds a Maximum Contaminant Level (MCL), triggers a Treatment Technique violation, or otherwise constitutes an abnormal or reportable result under Title 22 shall be reported to the DEPARTMENT immediately upon receipt, and in no case later than the timeframes required by regulation
 - h. CSA 70 shall conduct bacteriological, chemical, and other required potable water distribution system sampling for PARKS-regulated public water systems

in accordance with applicable provisions of California Code of Regulations, Title 22, Division 4, Chapter 15 (Drinking Water), including but not limited to monitoring requirements set forth in §§ 64421–64445 and related sections governing distribution system compliance

- i. CSA 70 shall record the pump run-times for all domestic water wells and pumping stations on PARKS' SYSTEMS, including inflow and pass through for all weir type measuring devices and provide quarterly reports of water production and consumption to DEPARTMENT
- j. CSA 70 shall change the oil in all water pump and motor assemblies as needed on PARKS' SYSTEMS
- k. CSA 70 shall sound PARKS' SYSTEMS water wells and monitor ground water levels every other year
- l. CSA 70 shall perform insulation resistance testing (megger testing) on all motors and associated Motor Control Centers (MCCs) serving the Parks Systems to verify insulation integrity. In addition, CSA 70 shall conduct preventive maintenance on MCC panels, including visual and mechanical inspection, cleaning, torque verification of line and load terminations, inspection of bus bars and stabs, verification of grounding continuity, and confirmation that incoming voltage, phase balance, and operating current are within manufacturer specifications and appropriate for the connected equipment loads
- m. CSA 70 shall operate, monitor, and maintain all PARKS' SYSTEMS potable water distribution and disinfection control facilities in full compliance with all applicable State of California drinking water regulations, including monitoring, reporting, operational control, and maintenance requirements as mandated by the State Water Resources Control Board, Division of Drinking Water
- n. CSA 70 shall read and record the elevation at PARKS' SYSTEMS water storage reservoirs daily through SCADA monitoring
- o. CSA 70 shall overflow each of PARKS' SYSTEMS water storage reservoirs annually. CSA 70 shall conduct annual inspection and operational verification of each of PARKS' water storage reservoirs in accordance with California Code of Regulations, Title 22, and applicable industry standards. Inspections shall include verification of overflow piping condition, screen integrity, drainage away from the tank foundation, level control functionality, high-level alarm operation, and overall sanitary protection. Overflow systems shall be visually inspected and tested as necessary to confirm proper function without causing uncontrolled discharge. All activities shall be documented in the system's maintenance records
- p. CSA 70 staff shall monitor, maintain, and annually certify PARKS' SYSTEMS potable water distribution pressure vessels and appurtenances as required
- q. CSA 70 staff shall test and monitor all existing SCADA equipment, alarms and notifications systems to ensure proper operation at PARKS' SYSTEMS

Should CSA 70 staff observe equipment or water distribution system components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with DEPARTMENT's prior approval (CSA 70 shall obtain prior approval when possible except when emergency repairs or replacement are required immediately). Costs for repair or replacement that exceed \$60,000 (labor and material) may be referred to CSA 70's Project Management Division for inclusion in the annual capital improvement program. All normal repair/replacement costs and/or capital improvement projects are subject to DEPARTMENT's final approval. CSA 70 staff shall provide regular and timely reports, minimally once per month with copies to DEPARTMENT regarding the results of all activities noted in the Scope of services for the MOU. CSA 70 staff will, in coordination with DEPARTMENT, review results of ongoing and listed activities and inspections to use results to identify, prioritize, and

budget for future maintenance.

2. Water Treatment Systems – CSA 70 staff shall operate, maintain, monitor, and repair all water treatment systems in accordance with applicable federal, state, and local regulatory requirements, manufacturer specifications, and accepted industry standards. Water treatment systems include, but are not limited to, treatment processes such as coagulation, flocculation, sedimentation, filtration, and disinfection, as well as clear wells, storage reservoirs, pumps, motors, water distribution pipelines, transmission mains, valves, storage facilities, pneumatic tanks, backflow prevention assemblies, pressure vacuum breakers, flow meters, fire hydrants, chemical feed systems, electrical and instrumentation controls, Supervisory Control and Data Acquisition (SCADA) systems, alarm systems, analyzers, and all associated treatment and distribution system appurtenances. At this time, the PARKS water systems include only chemical disinfection equipment as the active treatment process. Accordingly, the scope of services under this MOU is limited to the operation, maintenance, monitoring, and regulatory compliance of the existing chemical disinfection systems and associated appurtenances. The following scope of services is included in this MOU:
 - a. CSA 70 shall operate and maintain all regulated potable water treatment and disinfection systems serving the PARK SYSTEM in compliance with the California Code of Regulations, Title 22, Division 4, Chapter 13 (Drinking Water). Certified operators shall perform inspections and operational logging one (1) to three (3) times per week depending on system classification and location, consistent with operator certification and supervision requirements pursuant to California Code of Regulations, Title 22 §§63770–63775. Operational logs shall include, at minimum, source production, treatment performance, disinfectant residual, system pressure, and operational status. Records shall be maintained in accordance with California Code of Regulations, Title 22 §64469 (Reporting and Recordkeeping Requirements) and made available to the DEPARTMENT and the State Water Resources Control Board, Division of Drinking Water (DDW), upon request. Monthly summary reports shall be submitted to the DEPARTMENT
 - b. Chemical Feed Equipment Maintenance - CSA 70 shall inspect, calibrate, maintain, and service chemical feed pumps and associated dosing systems to ensure accurate and continuous treatment in accordance with:
 - California Code of Regulations, Title 22 §§64461–64465 (Disinfection Requirements)
 - California Code of Regulations, Title 22 §§64590–64592 (Treatment Technique and Operational Criteria)All equipment shall be operated consistent with DDW-approved treatment processes and manufacturer specifications.
 - c. Chemical Supply and Storage - CSA 70 shall ensure uninterrupted chemical supply sufficient to maintain continuous compliance with primary and secondary drinking water standards established under:
 - California Code of Regulations, Title 22 §64431 (Maximum Contaminant Levels – Inorganic Chemicals)
 - California Code of Regulations, Title 22 §64444 (Maximum Residual Disinfectant Levels – MRDLs)Chemicals used for potable water treatment shall be ANSI/NSF Standard 60 certified and stored, handled, and labeled in accordance with applicable hazardous materials regulations and California Fire Code requirements. Chemical storage and handling practices shall comply with sanitary survey requirements pursuant to California Code of Regulations, Title 22 §§64670–64676 (Sanitary Surveys).
 - d. Disinfection Monitoring and Compliance - CSA 70 shall monitor chlorine residual at each treatment or disinfection facility in accordance with:

- California Code of Regulations, Title 22 §64424 (Disinfectant Residual Monitoring Requirements)
- California Code of Regulations, Title 22 §64426 (Monitoring Frequency)
- California Code of Regulations, Title 22 §§64480–64483 (Distribution System Monitoring Requirements)

Chemical feed rates shall be adjusted as necessary to maintain detectable disinfectant residual throughout the distribution system and ensure compliance with Maximum Residual Disinfectant Levels established under California Code of Regulations, Title 22 §64444. Any treatment technique trigger or exceedance shall be addressed in accordance with California Code of Regulations, Title 22 §64463 (Treatment Technique Violations).

- e. Pump Monitoring - CSA 70 shall monitor and document pump run times and operational performance to support system reliability and production reporting requirements under California Code of Regulations, Title 22 §64428 (Monthly Operating Reports). Records shall be retained in accordance with California Code of Regulations, Title 22 §64469.
- f. Water Quality Sampling and Reporting - CSA 70 staff shall conduct all required compliance monitoring and sampling in accordance with:
 - California Code of Regulations, Title 22 §§64432–64445 (Primary Drinking Water Standards Monitoring)
 - California Code of Regulations, Title 22 §64469 (Reporting and Recordkeeping Requirements)

All compliance samples shall be analyzed by a California ELAP-certified laboratory. Any abnormal result, Maximum Contaminant Level (MCL) exceedance, treatment technique violation, or acute health risk shall be immediately reported to the DEPARTMENT and to DDW as required under California Code of Regulations, Title 22 §64463, and public notification requirements under California Code of Regulations, Title 22 §§64463.4–64465.

- g. SCADA, Alarm, and Notification Systems - CSA 70 staff shall routinely test and verify operation of all SCADA systems, alarm functions, and notification systems to ensure compliance with operational monitoring requirements and system reliability expectations under California Code of Regulations, Title 22 §64590 (Operational Criteria) and sanitary survey standards under California Code of Regulations, Title 22 §§64670–64676. Alarm response protocols shall ensure timely corrective action consistent with DDW enforcement response policies.

Should CSA 70 staff observe equipment or water treatment system components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with DEPARTMENT's prior approval (CSA 70 shall obtain prior approval when possible except when emergency repairs or replacement are required immediately). Costs for repair or replacement that exceed \$60,000 (labor and material) may be referred to CSA 70's Project Management Division for inclusion in the annual capital improvement program. All normal repair/replacement costs and/or capital improvement projects are subject to DEPARTMENT's final approval. CSA 70 staff shall provide regular and timely reports, minimally once per month with copies to DEPARTMENT regarding the results of all activities noted in the Scope of services for the MOU. CSA 70 staff will, in coordination with DEPARTMENT, review results of ongoing and listed activities and inspections to use results to identify, prioritize, and budget for future maintenance.

3. Wastewater Collection Systems – staff shall maintain, per regulatory specifications as defined by the SWRCB, all wastewater collection systems, including but not limited to: sewer pipelines, septic systems, manhole structures, pumps, motors, bar racks, bypass weirs, catch basins, valves, check valves, cleanouts, comminutors, chemical feed

systems, dry/wet wells, flap gates, flow meters, grit collectors, electrical controls, air/vacuum relief valves, surface wastewater diversion and bypass systems (Prado Park), and associated wastewater collection system appurtenances.

- a. CSA 70 shall implement a proactive sewer system maintenance program in accordance with its adopted Sewer System Management Plan (SSMP) and the requirements of the Statewide Sanitary Sewer General Order (WQ 2022-0103-DWQ) issued by the California State Water Resources Control Board. CSA 70 shall clean and/or conduct closed-circuit television (CCTV) inspection of a minimum of twenty percent (20%) of the sanitary sewer main pipeline system annually, ensuring the entire collection system is maintained and condition-assessed at least once every five (5) years. CCTV inspection may be utilized in lieu of cleaning where inspection confirms the line is free of debris, roots, grease accumulation, structural defects, or other conditions that would warrant immediate cleaning or corrective action
- b. CSA 70 shall evaluate and/or repair PARKS' SYSTEMS sewer plumbing deficiencies involving sanitary waste piping, vents, traps, cleanouts, and related appurtenances less than three (3) inches in diameter on a case-by-case basis. Evaluation shall include field inspection to determine blockage, leakage, structural failure, or code deficiency. Minor cleaning or repair may be performed by CSA 70 staff when within operational capability and maintenance responsibility. Where corrective action requires specialized equipment, pipe replacement, or code-compliant reconstruction, CSA 70 may utilize an approved On-Call contractor to complete the work in accordance with the applicable California Plumbing Code and local building standards
- c. CSA 70 shall provide routine inspection of manholes and clean-outs on PARKS' SYSTEMS
- d. CSA 70 staff shall inspect, clean, and/or pump each sewer lift station wet well at a minimum frequency consistent with the adopted Sewer System Management Plan (SSMP) and operational best practices, but no less than annually, to remove accumulated debris, grease, grit, and sediment and to maintain proper pump performance and storage capacity
- e. CSA 70 staff shall inspect and change the oil in all sewer pump and motor assemblies at manufacturer-recommended intervals, or more frequently as operational conditions warrant, to ensure proper lubrication, cooling, and seal integrity
- f. CSA 70 shall monitor, document, and maintain records of pump run-times for all pumps serving PARKS' SYSTEMS, including sewer lift stations, in order to evaluate operational performance, identify abnormal cycling conditions, and support preventive maintenance planning
- g. CSA 70 shall routinely perform insulation resistance testing (megger testing) on all motors and motor control centers (MCCs) serving PARKS' SYSTEMS to verify insulation integrity and confirm that voltage, amperage, and phase balance are consistent with manufacturer specifications and equipment design requirements
- h. CSA 70 staff shall routinely test, inspect, and monitor all Supervisory Control and Data Acquisition (SCADA) equipment, alarm systems, telemetry, and notification systems serving PARKS' SYSTEMS to ensure proper operation, data accuracy, and timely fault reporting
- i. CSA 70 shall prepare and submit all required reports to the California Integrated Water Quality System (CIWQS) for each wastewater collection system serving PARKS' SYSTEMS, including monthly sanitary sewer overflow (SSO) spill/no-spill certifications and the Annual Report. Reporting shall be conducted in accordance with the Statewide Sanitary Sewer Systems General Order (Order No. WQ 2022-0103-DWQ) issued by the California

State Water Resources Control Board

Should CSA 70 staff observe equipment, appurtenances, or sewer collection system components that are obsolete, inefficient, deteriorated, non-compliant, or at risk of imminent failure, CSA 70 shall document the condition and notify DEPARTMENT. Subject to DEPARTMENT's prior written approval, CSA 70 shall remove and replace such equipment as necessary to maintain system reliability, regulatory compliance, and operational efficiency. Prior approval from DEPARTMENT shall be obtained whenever practicable. In the event of an emergency condition requiring immediate repair or replacement to prevent service interruption, regulatory violation, property damage, environmental impact, or public health risk, CSA 70 may proceed without prior approval; however, CSA 70 shall notify DEPARTMENT as soon as reasonably possible and provide written documentation of the emergency condition and corrective actions taken. Repair or replacement activities with an estimated total cost exceeding \$60,000 (inclusive of labor and materials) may be referred to CSA 70's Project Management Division for evaluation and potential inclusion in the annual Capital Improvement Program (CIP), subject to DEPARTMENT review and final approval. All routine repair/replacement expenditures and capital improvement projects shall remain subject to DEPARTMENT's final authorization and budgetary approval. CSA 70 shall provide regular and timely reporting to DEPARTMENT, at a minimum on a monthly basis, summarizing activities performed under this Scope of Services.

4. CSA 70 shall operate and maintain all wastewater treatment plants and associated facilities in accordance with applicable regulatory requirements established by the California State Water Resources Control Board (SWRCB), the applicable Regional Water Quality Control Board (RWQCB), Title 23 of the California Code of Regulations (CCR), Division 3, Chapter 11 (Water Quality), and all applicable Waste Discharge Requirements (WDRs), National Pollutant Discharge Elimination System (NPDES) permits (if applicable), Monitoring and Reporting Programs (MRPs), and approved Operation and Maintenance (O&M) Plans. Operation of the wastewater treatment systems shall be performed by San Bernardino County Department of Public Works – Water & Sanitation Division (SBC DPW WAS) staff holding appropriate State Water Resources Control Board wastewater operator certifications as required under Title 23 CCR §3680 et seq., or through a contracted wastewater operations provider. Any contracted operations shall be administered and directly overseen by SBC DPW WAS to ensure full regulatory compliance, permit adherence, and operational accountability. CSA 70 shall maintain, per regulatory specifications, all wastewater treatment processes and appurtenances including, but not limited to:
 - Pretreatment facilities
 - Primary treatment systems
 - Chemical-physical treatment systems
 - Biological treatment processes (including lagoon systems)
 - Filtration systems
 - Disinfection and dechlorination facilities
 - Effluent discharge, reuse, or disposal facilities
 - Solids handling, stabilization, storage, and disposal facilities
 - Pumps, motors, blowers, and mechanical equipment
 - Pipelines, valves, force mains, and collection system interfaces
 - Dry wells and wet wells
 - Storage tanks and pneumatic tanks
 - Backflow prevention devices, pressure regulators, and pressure vacuum breakers
 - Flow meters, fire hydrants, and process instrumentation
 - Chemical feed and storage systems

- Electrical systems, motor control centers (MCCs), and standby power systems
- Instrumentation and control systems
- Supervisory Control and Data Acquisition (SCADA) systems
- Alarm and notification systems
- Process analyzers and monitoring equipment
- All other wastewater treatment plant appurtenances

The DEPARTMENT currently manages two (2) permitted wastewater treatment facilities located at Park Moabi and Calico Ghost Town. These facilities operate under individual Waste Discharge Requirements issued by the applicable RWQCB and consist primarily of open lagoon treatment systems designed for wastewater stabilization and disposal in accordance with applicable Basin Plan requirements. Under this MOU, CSA 70 shall provide the following services:

- Operate the wastewater treatment plants in compliance with all applicable WDRs, MRPs, and regulatory orders
- Conduct routine inspections, process monitoring, and operational adjustments necessary to maintain permit compliance
- Perform required influent, effluent, groundwater (if applicable), and sludge sampling in accordance with permit specifications
- Maintain operational logs, calibration records, laboratory data, and compliance documentation
- Ensure certified wastewater treatment operators are assigned in accordance with Title 23 CCR operator certification requirements
- Maintain lagoon embankments, liners (if applicable), required freeboard, erosion protection, and seepage control in accordance with permit conditions.
- Maintain mechanical, electrical, instrumentation, and SCADA systems in operable condition.
- Immediately notify DEPARTMENT of any permit exceedance, reportable spill, or compliance deviation in accordance with applicable WDR and regulatory reporting requirements.

All operations shall be conducted in a manner that protects public health, groundwater quality, and surface waters, and ensures continuous compliance with all applicable federal, state, and local regulatory requirements.

5. The following scope of services is included in this MOU:
 - a. CSA 70 shall operate regulated Wastewater Treatment Plants and log each system one to three times per week, depending on PARK SYSTEM location, and provide monthly reports to DEPARTMENT
 - b. CSA 70 shall operate regulated Wastewater Treatment Plants in accordance with the applicable Waste Discharge Requirements (WDR) permit issued by the Regional Water Quality Control Board and shall perform monitoring, logging, and reporting at the frequency required by the operating permit, providing monthly reports to DEPARTMENT as applicable
 - c. CSA 70 staff shall collect wastewater samples from each wastewater treatment plant (WWTP) in accordance with the facility's applicable Waste Discharge Requirements (WDR) issued by the Regional Water Quality Control Board (RWQCB), including but not limited to monitoring frequency, sampling locations, analytical parameters, chain-of-custody procedures, laboratory certification requirements, and reporting timelines. All monitoring shall be performed consistent with the State Water Resources Control Board's Electronic Self-Monitoring Report (eSMR) system and applicable provisions of the California Water Code, Title 23 of the California Code of Regulations, and the Monitoring and Reporting Program (MRP) incorporated into each

WDR permit. CSA 70 shall review analytical results for compliance, immediately report any exceedances or non-compliance events to the appropriate regulatory authority as required by permit conditions, and maintain complete monitoring records for the period specified in the applicable WDR

- d. CSA 70 staff shall monitor the percolation and evaporation performance of the WWTP's wastewater treatment lagoons to verify proper hydraulic function and disposal capacity, in accordance with the facility's Waste Discharge Requirements (WDR) permit, Monitoring and Reporting Program (MRP), and applicable Regional Water Quality Control Board requirements. Monitoring activities shall include routine observation of liquid surface elevations, freeboard measurements, seepage indicators, liner integrity (if applicable), and documentation of climatic and operational conditions affecting evaporation rates to ensure continued compliance with permitted design criteria and discharge limitations
- e. CSA 70 staff shall disc harrow ("rip") the bottom of the percolation lagoons at a minimum frequency of once every two (2) years, or more frequently as operational conditions warrant, to prevent accumulation of fine sediments, biological growth, and surface sealing that may inhibit infiltration capacity. This maintenance activity shall be performed in accordance with the facility's Waste Discharge Requirements (WDR), Monitoring and Reporting Program (MRP), and approved Operations and Maintenance Plan to maintain design percolation rates and ensure continued hydraulic performance and regulatory compliance
- f. CSA 70 staff shall routinely test, inspect, and monitor all existing SCADA systems, instrumentation, telemetry equipment, alarms, and notification systems to ensure operational reliability, data integrity, and timely alert functionality. Testing shall include verification of alarm setpoints, communication pathways, remote access capability, backup power systems, and backup power supply where installed. All deficiencies shall be documented and corrected promptly in accordance with the facility's Operations and Maintenance Plan, Sewer System Management Plan (SSMP) where applicable, and applicable Waste Discharge Requirements (WDR) to ensure continuous system monitoring and regulatory compliance
- g. CSA 70 does not perform routine structural inspections or integrity testing of evaporation pond clay or synthetic liners. Responsibility for evaluating liner integrity to ensure that clay or plastic liners are not compromised remains outside the scope of CSA 70's routine operational duties. Upon notification or observation of a suspected liner breach, seepage concern, or structural deficiency, CSA 70 shall document the condition and, as directed by the Department, may engage an approved On-Call contractor to evaluate, repair, or replace the affected evaporation pond in accordance with applicable Waste Discharge Requirements (WDR), approved design standards, and regulatory reporting requirements

Should CSA 70 staff identify wastewater treatment plant equipment or components that are obsolete, inefficient, deteriorated, or approaching functional failure, CSA 70 shall submit a written recommendation for repair or replacement and obtain prior approval from DEPARTMENT before proceeding. In situations requiring immediate corrective action to prevent regulatory noncompliance, environmental release, or service interruption, CSA 70 may initiate emergency repairs or replacement upon obtaining approval through Regional Parks' Emergency Contact List. Emergency actions shall be documented and reported to DEPARTMENT as soon as practicable following stabilization of the condition. Repair or replacement activities with an estimated total cost exceeding **\$60,000 (labor and materials combined)** may be referred to CSA 70's Project Management Division for evaluation and potential

inclusion in the annual Capital Improvement Program (CIP). All routine repair costs, replacement activities, and capital improvement projects remain subject to DEPARTMENT's final review and approval. CSA 70 shall provide regular and timely reporting to DEPARTMENT, at a minimum on a monthly basis, summarizing operational activities, inspections, maintenance performed, regulatory observations, equipment condition assessments, and any corrective actions undertaken pursuant to the Scope of Services under the MOU. In coordination with DEPARTMENT, CSA 70 shall periodically review inspection findings, operational data, and maintenance records to identify emerging risks, prioritize asset rehabilitation or replacement, and inform future maintenance planning and budget development.

6. Water Irrigation Systems – CSA 70 staff shall operate, maintain, and repair, as needed, all non-potable water irrigation systems with pipelines greater than or equal to three inches (3") in diameter. Responsibilities include, but are not limited to, production wells; well pumps and motors; irrigation water main pipelines; valves; irrigation storage reservoirs and tanks; pneumatic and hydropneumatic tanks; backflow prevention assemblies; pressure regulators; pressure vacuum breakers; flow meters; and all associated electrical, mechanical, and instrumentation control systems. All work shall be performed in accordance with applicable regulatory requirements, manufacturer specifications, and accepted industry standards to ensure reliable operation and protection of public health and cross-connection control.
 - a. CSA 70 staff shall evaluate, repair, and maintain PARKS' non-potable irrigation systems with pipeline sizes three inches (3") in diameter or greater. Repairs shall be completed in accordance with applicable codes, manufacturer specifications, and accepted industry standards
 - b. CSA 70 shall monitor, maintain, and inspect all irrigation pressurized water vessels, including hydropneumatic and pneumatic tanks, and shall coordinate required inspection and certification at a minimum every five (5) years, or as otherwise required by applicable codes and regulatory authorities. CSA 70 shall ensure all associated equipment is operating within manufacturer specifications and design parameters
 - c. CSA 70 shall test and certify all backflow prevention assemblies installed on PARKS' irrigation systems at least annually, or more frequently if required, in accordance with applicable cross-connection control regulations, including California Code of Regulations, Title 17 (Cross-Connection Control), and local enforcement agency requirements. Documentation of testing and certification shall be maintained and provided to DEPARTMENT upon request
 - d. CSA 70 shall change the oil and perform preventive maintenance on all irrigation pump and motor assemblies rated fifteen (15) horsepower or greater, in accordance with manufacturer recommendations and established preventive maintenance schedules
 - e. CSA 70 shall perform electrical preventive maintenance on irrigation system motors and motor control centers (MCCs), including insulation resistance ("megger") testing, verification of voltage and amperage balance, inspection of contactors and overload protection devices, and cleaning of MCC panels, to ensure electrical integrity and proper operation consistent with equipment specifications

Should CSA 70 staff determine that water irrigation system equipment or components are outdated, inefficient, structurally compromised, or approaching failure, CSA 70 shall notify DEPARTMENT and obtain prior written approval before removal and replacement, except in the event of an emergency condition requiring immediate corrective action to prevent property damage, system failure, or safety hazards. In emergency situations, CSA 70 shall proceed with necessary repairs and notify DEPARTMENT as soon as practicable. Repair or replacement costs exceeding sixty

thousand dollars (\$60,000) in combined labor and materials may be referred to CSA 70's Project Management Division for evaluation and potential inclusion in the annual Capital Improvement Program (CIP). All capital improvements, major replacements, and normal repair expenditures remain subject to DEPARTMENT's final review and approval. CSA 70 staff shall provide regular written reports to DEPARTMENT, no less than monthly, summarizing inspection findings, maintenance activities, repair actions, operational performance, and identified deficiencies under the Scope of Services of this MOU. CSA 70 and DEPARTMENT shall jointly review inspection results and system condition assessments to identify deficiencies, prioritize corrective actions, and develop budget recommendations for ongoing maintenance and future capital planning.

7. Lake Gregory Dam and Basin Monitoring – CSA 70 shall perform monitoring, inspection, and reporting activities necessary to support the safe operation and regulatory compliance of Lake Gregory Dam, including the South and West detention basins, in coordination with applicable regulatory agencies including the California Division of Safety of Dams (DSOD), the U.S. Army Corps of Engineers (USACE), and the Santa Ana Regional Water Quality Control Board (SARWQCB).

a. Regulatory Monitoring and Reporting - CSA 70 shall perform all monitoring, reporting, inspection, and valve exercising tasks as required by permit conditions, regulatory directives, engineering recommendations, and dam safety requirements, including but not limited to:

- Piezometer readings
- Weir flow readings
- Inclinator readings
- Valve and outlet works inspections
- Comprehensive visual inspections of dam structures, including standpipes, buttress, V-ditch, riprap, spillway, outlet works, weir structures, and discharge basin for lake valve
- Valve exercising in accordance with manufacturer and regulatory requirements
- Survey monument monitoring
- Coordination and contracting with qualified engineering consultants for specialized inspections, instrumentation review, geotechnical analysis, or required certifications
- Preparation and submittal of Weekly, Monthly, Quarterly, and Annual monitoring reports as required by regulatory agencies

All data collection shall be documented and retained in accordance with dam safety regulatory standards and agency directives.

- b. Flashboard Management - Installation and removal of flashboards in accordance with approved operational procedures and seasonal water level management requirements
- c. Basin Inspections - Periodic inspection of the South and West detention basins to evaluate structural integrity, hydraulic function, erosion control measures, and debris accumulation
- d. Seasonal Inspections - Pre-winter and post-winter inspections of the dam and detention basins to assess structural condition, drainage functionality, slope stability indicators, and preparedness for storm events
- e. Post-Storm Inspections - Inspection of dam and basin facilities following significant storm events to identify erosion, settlement, displacement, seepage changes, debris impacts, or structural concerns
- f. Inlet/Outlet Structure Maintenance - Routine inspection and clearing of inlet and outlet structures to ensure unobstructed flow and proper hydraulic

performance

CSA 70 will report all issues to DEPARTMENT promptly and will copy said staff on all submissions and inspection reports. Initial scope of services does not include weed/brush abatement from face and buttress of dam, basins, or spillway, sedimentation removal, or other minor repairs. If assistance with these tasks is desired, these can be discussed on a case by case basis. DEPARTMENT will ensure any regulatory reports or letters are forwarded to CSA 70 for review and/or action.

F. JOB STANDARDS - All work performed by CSA 70 shall comply with and meet or exceed all applicable federal, state, and local safety, environmental, and regulatory requirements. All workmanship shall conform to accepted industry standards and recognized best management practices (BMPs) applicable to the specific trade or discipline. CSA 70 shall exercise reasonable care and diligence when performing work in, on, or around County property and PARKS' SYSTEMS facilities. In the event CSA 70 damages any portion of PARKS' SYSTEMS while performing its duties under this Agreement, CSA 70 shall promptly repair or restore the affected facilities to their prior condition, or better, at no cost to DEPARTMENT.

G. JOB SITE - All work performed by CSA 70 shall be conducted in a manner that does not unreasonably impede business operations, interfere with public access, create a nuisance, or endanger County of San Bernardino employees, contractors, tenants, visitors, or members of the public. CSA 70 shall implement appropriate safety controls, traffic control measures, signage, barricades, confined space procedures, lockout/tagout practices, and other required protective measures in accordance with applicable laws, regulations, and recognized industry safety standards. Work areas shall be maintained in a safe, orderly, and secure condition at all times. Where temporary service interruptions, restricted access, or operational impacts are necessary, CSA 70 shall coordinate in advance with DEPARTMENT and provide reasonable notice to minimize disruption.

EQUIPMENT – All equipment, tools, materials, and supplies utilized by CSA 70 in the performance of services under this Agreement shall be of good commercial quality, suitable for the intended purpose, properly maintained, and operated in accordance with manufacturer specifications and applicable safety regulations. All CSA 70–owned equipment and tools stored on DEPARTMENT property shall be clearly and permanently marked as property of CSA 70. Such equipment shall be stored in an organized, secure, and safe manner in locations approved by DEPARTMENT. Storage shall not obstruct operations, create safety hazards, or interfere with PARKS' SYSTEMS activities. CSA 70 shall be solely responsible for the maintenance, security, and replacement of its equipment and tools unless otherwise agreed upon in writing. If CSA 70 lacks specific equipment necessary to perform the services, CSA 70 may, with DEPARTMENT's prior written consent, use equipment owned or controlled by DEPARTMENT solely for purposes of performing the services. CSA 70 agrees to use such equipment in a reasonable and workmanlike manner, in accordance with any provided instructions and applicable industry standards. CSA 70 shall be responsible for any loss or damage to the equipment to the extent caused by CSA 70's negligence, misuse, or failure to follow such instructions. DEPARTMENT retains responsibility for normal wear and tear, latent defects, and any mechanical failure not caused by CSA 70's actions. DEPARTMENT represents that any equipment provided is in safe working condition at the time of use.

H. COMMUNICATION – CSA 70 shall maintain regular and effective communication with DEPARTMENT and other appropriate County departments as necessary to support the safe, reliable, and cost-effective operation of PARKS' SYSTEMS in compliance with all applicable regulatory requirements. CSA 70 shall reasonably identify system deficiencies, operational concerns, regulatory risks, maintenance needs, and infrastructure improvement opportunities and promptly communicate such findings to DEPARTMENT. Identified deficiencies shall be evaluated for priority, regulatory impact, and budgetary implications. CSA 70 and DEPARTMENT shall jointly develop an annual project list with associated budgeted expenses. The project list shall be reviewed and updated

quarterly and approved in writing by both Directors at the beginning of each quarter. All capital improvement projects (CIP), major repairs, and any equipment or system component replacements not identified and approved in the adopted fiscal year budget or included in the approved quarterly project list shall require prior written approval from both Directors before initiation, except in documented emergency situations necessary to protect public health, safety, property, or regulatory compliance. Emergency actions shall be reported to DEPARTMENT as soon as practicable and formally documented thereafter.

- I. SAMPLES** – CSA 70 shall collect all required water and wastewater samples in accordance with applicable Waste Discharge Requirements (WDRs), Monitoring and Reporting Programs (MRPs), National Pollutant Discharge Elimination System (NPDES) permits (if applicable), and all applicable regulations of the State Water Resources Control Board (SWRCB) and the appropriate Regional Water Quality Control Board. All wastewater samples shall be collected by properly trained personnel using approved sampling methods, preservation techniques, and documented chain-of-custody procedures to ensure representative sampling and data integrity. Sampling locations, frequency, parameters, and analytical methods shall conform to permit conditions and applicable regulatory standards. Samples shall be transported within required holding times to a laboratory certified by the State of California Environmental Laboratory Accreditation Program (ELAP) for the specific parameters being analyzed. CSA 70 shall review laboratory results for compliance with permit limits and reporting thresholds. Any exceedances, violations, or abnormal conditions shall be reported to DEPARTMENT immediately and to the appropriate regulatory agency within the required timeframes. CSA 70 shall prepare and submit all required monitoring reports, including electronic reporting through the California Integrated Water Quality System (CIWQS), in accordance with permit requirements. All records, laboratory reports, chain-of-custody forms, and related documentation shall be maintained in accordance with applicable record retention requirements and made available to DEPARTMENT upon request.
- J. MAINTENANCE OF GROUNDS** – The primary responsibility of CSA 70 under this Agreement is the operation and maintenance (O&M) of PARKS' SYSTEMS potable water and wastewater facilities to ensure regulatory compliance, system reliability, and protection of public health and the environment. Maintenance of grounds and general housekeeping at PARKS' SYSTEMS facilities shall be performed by CSA 70 staff as time and staffing availability permit and shall not take precedence over required water and wastewater operational, regulatory, compliance, or emergency response activities. When performed, grounds maintenance may include basic housekeeping, debris removal, limited vegetation control immediately surrounding critical infrastructure, and maintaining safe access to treatment facilities, lift stations, wells, tanks, control panels, and sampling locations. Grounds maintenance activities shall be limited to those reasonably necessary to support safe and compliant system operations. CSA 70 shall notify DEPARTMENT if site conditions require maintenance beyond routine operational support or if additional resources are necessary to maintain acceptable facility conditions.
- K. PREVENTIVE MAINTENANCE** – CSA 70 shall perform preventive maintenance on PARKS' SYSTEMS equipment and facilities in accordance with manufacturer recommendations, industry best management practices, applicable regulatory requirements, and approved maintenance schedules, subject to funding and authorization provided under this Agreement. If CSA 70 fails to perform required preventive maintenance due solely to its negligence or failure to follow established maintenance procedures, and such failure directly results in equipment damage or premature failure, the cost responsibility for corrective action shall be addressed in accordance with the terms of this Agreement and applicable County policies. Nothing herein shall require CSA 70 to perform repairs or replacement work without authorized funding. This provision shall not apply to failures resulting from normal wear and tear, end-of-useful-life conditions, inadequate prior maintenance before assumption of responsibility, force majeure events, vandalism, power surges, acts of third parties, funding limitations, or other circumstances beyond CSA 70's reasonable control. CSA 70 shall

maintain documentation of preventive maintenance activities and make such records available to DEPARTMENT upon request.

- L. TRAINING** – CSA 70 shall have the capability to provide safety-related and operational training to on-site DEPARTMENT personnel as it relates to PARKS’ SYSTEMS water and wastewater facilities, equipment, and associated infrastructure. Upon written request by DEPARTMENT, and subject to staff availability and scheduling coordination, CSA 70 may provide safety and product-specific training to on-site DEPARTMENT personnel. Such training shall be limited to topics within CSA 70’s operational expertise and responsibility under this Agreement. Any specialized, manufacturer-certified, or regulatory-mandated training not directly related to CSA 70’s scope of services shall remain the responsibility of DEPARTMENT unless otherwise agreed upon in writing.
- M. CHEMICALS** – CSA 70 shall procure and provide all chemicals necessary for the operation of PARKS’ SYSTEMS water and wastewater facilities, consistent with applicable regulatory requirements and operational needs as described in Section E, “Services and Reports.” CSA 70 shall operate and maintain all related chemical feed system equipment, including but not limited to chemical storage tanks, secondary containment, feed pumps, motors, pipelines, valves, inline strainers/screens, chemical injection diffusers, flow meters, electrical and instrumentation controls, and SCADA components associated with chemical dosing systems. Chemical procurement, transportation, delivery, and related administrative services shall be billed to DEPARTMENT at actual cost plus an indirect administrative cost (currently set at 33.58%), subject to change annually, to cover procurement, handling, inventory management, regulatory documentation, and associated overhead. Supporting documentation of actual chemical costs shall be made available upon request. CSA 70 shall maintain current Safety Data Sheets (SDS) for all chemicals used or stored on-site and shall ensure SDS documentation is readily accessible at each facility in accordance with applicable Cal/OSHA Hazard Communication requirements (Title 8 CCR §5194). CSA 70 shall ensure proper labeling, storage, secondary containment, and handling of chemicals in compliance with applicable environmental, health, and safety regulations, including CUPA and hazardous materials reporting requirements where applicable.
- N. ADDITIONAL SERVICES** – CSA 70 shall provide a productive hourly labor rate as approved by the Board of Supervisors plus an indirect administrative cost (currently set at 33.58%), subject to change annually, for additional services and repairs not listed in this MOU. The Employee Productive Hourly Rate Schedule shall be used to establish a guaranteed labor rate. The Employee Productive Hourly Rate Schedule is adjusted annually and shall be provided to DEPARTMENT.

II. CSA 70 GENERAL RESPONSIBILITIES

- A. INDEPENDENT CAPACITY** – In the performance of this MOU, CSA 70, its agents and its employees, shall act in an independent capacity and not as officers, employees, or agents of DEPARTMENT.
- B. ASSIGNABILITY** – Without prior written consent of DEPARTMENT, this MOU is not assignable by CSA 70 either in whole or in part except as noted in Section I.C., “Emergency” above.
- C. SUBCONTRACTING** – CSA 70 shall inform the Director or designee of DEPARTMENT of any subcontracting agreements for work contemplated under this MOU. All subcontractors shall be subject to the same terms and conditions as CSA 70. CSA 70 shall be fully responsible for the performance and payment of any subcontractor’s contract.

- D. LICENSES AND PERMITS** – CSA 70 shall ensure that all required operator certifications, licenses, and regulatory approvals necessary to operate and maintain potable water systems and wastewater treatment and collection systems are obtained and maintained in accordance with applicable State of California regulations, including but not limited to Title 22 of the California Code of Regulations, Division of Drinking Water (DDW) requirements, State Water Resources Control Board (SWRCB) regulations, and applicable Waste Discharge Requirements (WDRs). CSA 70 shall ensure that appropriately certified personnel, holding valid Water Treatment, Water Distribution, and/or Wastewater Treatment Operator certifications at the grade level required by the system classification and operating permit, are designated and in responsible charge of each regulated system. All required certifications and licenses shall remain active and in good standing for the duration of this MOU. CSA 70 shall immediately notify DEPARTMENT in writing of any suspension, revocation, lapse, downgrade, or other material change in certification or licensing status. Failure to maintain required certifications, licenses, or regulatory compliance standing shall constitute a material breach of this MOU and may result in immediate termination, subject to applicable notice provisions.
- E. LABOR LAWS** – CSA 70 shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; and payment of wages.
- F. PRIMARY CONTACT** – CSA 70 shall designate an individual to serve as the primary point of contact. CSA 70 or its designee must respond to DEPARTMENT’s non-emergency inquiries within two (2) business days. In the event that a problem or potential problem occurs, impacting the quality or quantity of work, or the level of performance under this MOU, CSA 70 shall notify DEPARTMENT within two (2) working days, in writing, and by telephone.
- G. RELEASE OF INFORMATION** – No news releases, advertisements, public announcements, or photographs arising out of this MOU or CSA 70’s relationship with DEPARTMENT may be made or used without prior written approval from DEPARTMENT, with the exception of the performance of those duties required to maintain adequate records or regulatory reporting requirements.
- H. RECORDS** – CSA 70 shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within CSA 70. DEPARTMENT staff shall have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books.
- I. RIGHT TO MONITOR AND AUDIT** – DEPARTMENT shall have the right, at any reasonable time and upon reasonable notice, to review, inspect, and audit all records, books, financial documents, operational logs, regulatory reports, permits, certifications, minutes, correspondence, data systems, and any other materials related to services performed under this MOU. Such records shall be maintained in accordance with applicable County record retention requirements and State regulatory standards and shall be made available to DEPARTMENT in a timely manner. DEPARTMENT shall have the right to monitor and evaluate CSA 70’s performance to ensure compliance with this MOU, applicable County policies, and all federal, state, and local regulatory requirements. CSA 70 shall provide full cooperation with any monitoring activities, performance evaluations, site inspections, regulatory audits, or financial reviews conducted by DEPARTMENT or its authorized representatives. CSA 70 shall further cooperate with DEPARTMENT in the implementation, oversight, monitoring, and evaluation of services provided under this MOU and shall comply with all reporting requirements established by DEPARTMENT and applicable regulatory agencies, including but not limited to County Environmental Health Services (EHS), Mojave Water Agency Watermaster, the State Water Resources Control Board (SWRCB) and applicable Regional Water Quality Control Board (RWQCB), the United States Environmental Protection Agency (EPA), and the applicable regional Air Quality Management District. If DEPARTMENT determines that CSA 70’s performance is deficient, non-compliant, or

otherwise inconsistent with the terms of this MOU, DEPARTMENT shall provide written notice describing the deficiency and required corrective action. CSA 70 shall initiate corrective action immediately and fully remedy the deficiency within forty-eight (48) hours, or within an alternative timeframe approved in writing by DEPARTMENT when the nature of the deficiency reasonably requires additional time. If CSA 70 fails to timely correct the deficiency, DEPARTMENT may, at its sole discretion:

- Terminate this MOU upon written notice;
- Perform or cause to be performed the corrective work; and/or
- Offset the cost of such corrective action from any amounts due to CSA 70 under this MOU or otherwise recover such costs as permitted by law.

J. AVAILABILITY OF RECORDS - All records pertaining to services delivered, and all fiscal, statistical, and management books and records shall be delivered to DEPARTMENT representatives upon availability for storage in compliance with all county, state and federal requirements.

K. TERMINATION

a. General Obligations

CSA 70 shall accomplish the complete transition of services from CSA 70 to DEPARTMENT, or to any replacement provider designated by DEPARTMENT, with minimal interruption of or adverse impact on the services. CSA 70 shall fully cooperate with DEPARTMENT and any new service provider and promptly take steps required to effectuate the termination of service (Termination), including, but not limited to providing all requested information, required to assist DEPARTMENT in completing the transition. CSA 70 shall provide all information regarding the services or as otherwise needed for Termination, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. CSA 70 shall provide for the prompt and orderly conclusion of all work, as DEPARTMENT may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to DEPARTMENT or DEPARTMENT designee. All services related to Termination shall be performed by CSA 70 at no additional cost to DEPARTMENT beyond what DEPARTMENT would pay for the services absent the performance of the Termination services. CSA 70's obligation to provide the services shall not cease until the Termination is satisfactory to DEPARTMENT, including all obligations of CSA 70 provided for in this Paragraph.

b. Termination Process

If, during the term of this MOU, DEPARTMENT's funds appropriated for the purposes of this MOU are reduced or eliminated, DEPARTMENT may immediately terminate this MOU upon written notice to CSA 70. Notwithstanding the foregoing provision, either party, by written notice to the other party, may terminate the whole or any part of this agreement at any time and without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least 60 days before the effective date of such termination (Termination Date). The Director of Special Districts Department is authorized to terminate this MOU on behalf of CSA 70, and the Director of DEPARTMENT is authorized to terminate this MOU on behalf of DEPARTMENT. CSA 70's obligation to perform services, and DEPARTMENT's obligation to pay for services, shall expire: (A) at the end of the initial or extended term set forth in this MOU; or (B) on the Termination Date. CSA 70 and DEPARTMENT shall discuss in good faith a plan for determining the nature and extent of CSA 70's Termination obligations and for the transfer of services in process.

Should DEPARTMENT select a new services provider, all responsibilities and liabilities are assumed by both DEPARTMENT and the new services provider. CSA 70 shall be

required to perform its Termination obligations on an expedited basis, as determined by DEPARTMENT, if DEPARTMENT terminates the term pursuant to the MOU. DEPARTMENT shall pay CSA 70 for Termination services to include, but not limited to: County Board of Supervisors approved staff productive hourly rate, vehicle/equipment rates, all materials at cost, plus an indirect administrative cost (currently set at 33.58%), subject to change annually.

c. Specific Obligations

The Termination shall include the performance of the following specific obligations:

i. No Interruption or Adverse Impact

CSA 70 within its control and scope of responsibilities shall cooperate with DEPARTMENT and DEPARTMENT's new service provider to ensure a smooth transition at the time of Termination, with no interruption of services, no adverse impact on the provision of services or DEPARTMENT's activities.

ii. Third-Party Authorizations

Without limiting CSA 70's obligations under any other provision of this MOU, CSA 70 shall, at no cost to DEPARTMENT, obtain and maintain any consents, approvals, novations, or other third-party authorizations required to permit DEPARTMENT to receive the full use and benefit of any third-party contracts entered into by CSA 70 for the performance of services under this MOU. Such authorizations shall allow DEPARTMENT, at its option, to assume, succeed to, or be assigned the rights and benefits of any applicable third-party agreement upon termination or expiration of this MOU, subject to the terms and conditions of the underlying contract. CSA 70 shall ensure that all third-party agreements entered into for services performed under this MOU contain provisions permitting assignment to DEPARTMENT or providing DEPARTMENT with equivalent rights of access, continuity of service, and use of work product, data, reports, equipment warranties, and regulatory documentation generated pursuant to such agreements. Failure to secure required third-party authorizations necessary to protect DEPARTMENT's continuity of operations shall constitute a material breach of this MOU.

iii. Return, Transfer and Removal of Assets

a. CSA 70 shall return to DEPARTMENT, all DEPARTMENT assets in CSA 70's possession.

b. DEPARTMENT shall be entitled to purchase at a negotiated value those CSA 70 assets used in the commission of providing services to DEPARTMENT. CSA 70 shall promptly remove from DEPARTMENT premises, or the site of the work being performed by CSA 70 for DEPARTMENT, any CSA 70 assets that DEPARTMENT, or its designee, chooses not to purchase under this provision.

iv. Transfer of Leases, Licenses, and Contracts

CSA 70, shall convey or assign to DEPARTMENT or its designee, such leases, licenses, and other contracts used by CSA 70, DEPARTMENT, or any other Person in connection with the services, as DEPARTMENT may select, when such leases, licenses, and other contracts have no other use by CSA 70. CSA 70's obligation described herein shall include CSA 70's performance of all obligations under such leases, licenses, and other contracts to be performed with respect to periods prior to the date of conveyance or assignment.

v. Delivery of Documentation

CSA 70 shall deliver to DEPARTMENT or its designee, at DEPARTMENT request, all documentation and data related to DEPARTMENT that is held by CSA 70. CSA 70 may retain one (1) copy of the documentation and data for archival purposes or warranty support.

III. REGIONAL PARKS DEPARTMENT RESPONSIBILITIES

DEPARTMENT shall provide to CSA 70 any and all reports, plans, maps, operations manuals, equipment specifications, or other documentation and data regarding the conditions, configuration, and construction of the PARKS' Water Distribution Systems, Water Treatment Systems, Water Irrigation Systems, Wastewater Collection Systems, and Wastewater Treatment Plants.

IV. INDEMNIFICATION

CSA 70 agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless DEPARTMENT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including CSA 70's acts, errors or omissions of any person and for any costs or expenses incurred by DEPARTMENT on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CSA 70's indemnification obligation applies to DEPARTMENT's "active" as well as "passive" negligence but does not apply to DEPARTMENT's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

DEPARTMENT agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless CSA 70 and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including DEPARTMENT's acts, errors or omissions of any person and for any costs or expenses incurred by CSA 70 on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. DEPARTMENT's indemnification obligation applies to CSA 70's "active" as well as "passive" negligence but does not apply to CSA 70's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

V. **INSURANCE COVERAGE** - CSA 70 warrants that it is legally self-insured under a State approved program of self-insurance.

VI. FISCAL PROVISIONS

A. CSA 70 will receive **\$1,400,000 in year one and \$1,000,000 annually in years two through ten** for a total of **\$10,400,000, total term of the contract**, if the total is expended each year for the ten years of the agreement for the operation, maintenance, and management of the PARKS' SYSTEMS including the administrative fee as noted in Section VI. C. below. The consideration to be transferred to CSA 70, from the County General Fund and shall be in full payment for all of CSA 70's services and expenses incurred in the performance hereof, including employee productive hourly rate, equipment, vehicles, materials, administrative costs, and travel.

Year 1	\$1,400,000
Year 2	\$1,000,000
Year 3	\$1,000,000
Year 4	\$1,000,000
Year 5	\$1,000,000
Year 6	\$1,000,000
Year 7	\$1,000,000
Year 8	\$1,000,000
Year 9	\$1,000,000

Year 10	\$1,000,000
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- B.** CSA 70 shall report on the 4th Wednesday of each month the following fiscal information:
- Ongoing O&M expenses to date, including the ongoing “call-out” monthly expense,
 - Projected maintenance expenses for the remaining months of the fiscal year,
 - Annual approved project expenses to date, and
 - The remaining adjusted balance minus the annual O&M expenses and project expenses.
- C.** CSA 70 shall submit detailed invoices to DEPARTMENT for services rendered on a monthly basis, in arrears, for costs incurred to perform operations, maintenance, and management duties at the PARKS’ SYSTEMS as described in this MOU. An indirect administrative cost (currently set at 33.58%), subject to change annually, shall be calculated on all direct staff labor, vehicles/equipment, supplies, inventory, and equipment purchased. The administrative fee shall be reflected on all invoices and only excludes indirect administrative personnel labor.
- D.** Monthly reports, submitted by CSA 70 and referenced above in each PARKS’ SYSTEMS section shall include a breakdown of each service performed and the date that the services were performed.
- E.** CSA 70 may request an advance, if the need arises, for large purchases or invoices.

VII. TERM

This MOU is effective as of July 1, 2026, and expires on June 30, 2036, but may be terminated earlier in accordance with provisions of Section II.K of this MOU. This MOU may be extended for two one year increments through amendment by mutual agreement of the Parties and approval by the Board of Supervisors.

VIII. GENERAL PROVISIONS

- A.** No waiver of any of the provisions of the MOU documents shall be effective unless it is made in 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 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 this MOU, unless specifically allowed in this 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 agreement not incorporated herein shall be binding on any of the Parties hereto.

IX. NOTICES

Notices to be given between Parties hereto shall be in writing and served personally and/or deposited in the United States mail, first class, postage prepaid, and addressed to:

DEPARTMENT OF PUBLIC WORKS – SPECIAL DISTRICTS

Attention: Noel Castillo, Director
222 W. Hospitality Lane, Second
Floor San Bernardino, CA 92415-
0450

REGIONAL PARKS DEPARTMENT

Attention: Beahta Davis,
Director 268 W. Hospitality
Lane Suite 303
San Bernardino, CA 92408

Contact persons from each department shall be designated for coordination of daily operations, security access and general ongoing activities. Any change in the point of contact may be made via email, fax, or other written correspondence. The contact person are as follows, until otherwise amended in writing:

DEPARTMENT OF PUBLIC WORKS – SPECIAL DISTRICTS

Greg Snyder, Division
Manager Phone: (760) 955-
9885

REGIONAL PARKS DEPARTMENT

Blane McNally, Parks Operations Chief
Phone: (909) 387-2410

X. CONCLUSION

This MOU is the full and complete document describing services to be rendered by CSA 70 to DEPARTMENT including all covenants, conditions and benefits.

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
San Bernardino County

By _____

Deputy

COUNTY SERVICE AREA 70



Dawn Rowe, Chair

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

By _____

Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form



Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Valeda Fox, Staff Analyst II

Date _____

Reviewed/Approved by Department



Beahta R. Davis, Director, Regional Parks

Date _____