

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

April 7, 2020

FROM

BRENDON BIGGS, Interim Chief Flood Control Engineer, Flood Control District

SUBJECT

Mutual Aid Agreement with the City of Chino Hills for Maintenance and Emergency Work

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District (District), approve a **Mutual Aid Agreement No. 20-183** between the District and the City of Chino Hills (City) for minor flood control facility repairs, maintenance, and emergency work on facilities within the incorporated area of the City for the period of April 7, 2020 through June 30, 2024, in an amount not to exceed \$45,000 per project and up to \$100,000 for each party per fiscal year. (Presenter: Brendon Biggs, Interim Chief Flood Control Engineer, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The District is funded by property taxes, fees, and local, state, and federal funding. Costs to the District for this Mutual Aid Agreement (Agreement) will vary depending upon the maintenance or repair needs. All work requested by the District will be performed by City staff and will be 100% reimbursable by the District, up to a total of \$45,000 for each project and not to exceed \$100,000 per fiscal year. All work requested by the City will be performed by District staff and will be 100% reimbursable by the City, up to a total of \$45,000 for each project and not to exceed \$100,000 per fiscal year. Sufficient appropriation and revenue has been included in the District's 2019-20 budget (1910002518) and will be included in future recommended budgets.

BACKGROUND INFORMATION

The proposed Agreement authorizes the District and the City to provide mutual aid for repairs, maintenance, and emergency work within the unincorporated and incorporated areas of the City. The City and District have determined that occasionally utilizing each other's labor and equipment resources can be the most cost-effective and timely process for maintenance and repair of District and City flood control facilities located within the incorporated area of the City. Work assignments include, but are not limited to, maintenance and repairs for basin access roads, fences, and culvert cleanup.

This Agreement aligns with the County and Chief Executive Officer's goals of improving County government operations, providing for the safety, health and social service needs of County

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residents and pursuing County goals and objectives by working with other agencies by providing a streamlined approach to the maintenance and repairs of drainage facilities within the incorporated area of the City, within the District's jurisdiction.

According to the Agreement, the requesting agency will prepare and submit to the agency performing the work, a work assignment request that outlines the work requested within the scope and budget limitations of this Agreement. The performing agency will then prepare a cost estimate and a project schedule prior to start of work for the requesting agency's approval. The requesting agency will be invoiced based on actual costs incurred by the agency performing the maintenance and/or emergency work. This Agreement further provides that the performing agency is under no obligation to perform the work tasks if the agency determines, in its sole discretion, that the agency's current workload prevents it from providing the assistance at the time of an individual work assignment request or if the scope is not feasible with current work forces.

After completion of all requested work, receipt of an invoice and acceptance by the requesting agency of the work, the requesting agency shall reimburse the performing agency. Following completion and acceptance of the work and reimbursement, the requesting agency shall be responsible for all future maintenance and repair work, unless the requesting agency submits a future request to the performing agency to provide additional maintenance and repair work under this Agreement.

This Agreement expires on June 30, 2024 or may be terminated by either party upon providing the other party a 30-day advance written notice. The City Council approved this item at their Council meeting on December 10, 2019.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Sophie A. Akins, Deputy County Counsel, 387-5455) on December 2, 2019; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on March 16, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on March 23, 2020.

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Record of Action of the Board of Supervisors
San Bernardino County Flood Control District

APPROVED (CONSENT CALENDAR)

Moved: Robert A. Lovingood Seconded: Josie Gonzales

Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: April 7, 2020



cc: Flood- Walker w/agree
Contractor- C/O Flood w/agree
File- w/agree w/map
la 04/20/2020