

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

A-1 21-193

SAP Number

County Service Area 70

Department Contract Representative	Steve Samaras, Division Manager
Telephone Number	(760) 962-1515
Contractor	City of Twentynine Palms
Contractor Representative	Mike Podegracz
Telephone Number	(949) 421-8447
Contract Term	4/1/22 – 3/31/24
Original Contract Amount	\$63,970.08
Amendment Amount	\$135,718.92
Total Contract Amount	\$199,689.00
Cost Center	N/A

**AMENDMENT NO. 1
TO THE
WASTEWATER SYSTEM SERVICE CONTRACT
BETWEEN
COUNTY SERVICE AREA 70
AND
THE CITY OF TWENTYNINE PALMS**

WHEREAS, CSA 70 and the CITY OF TWENTYNINE PALMS (CITY), collectively as the "Parties," entered into a wastewater system service contract (Contract) on March 9, 2021, whereby CSA 70 provides wastewater collection system operations, maintenance, management, and emergency services for the CITY's wastewater collection system located downtown in the City of Twentynine Palms.

WHEREAS, the Parties desire to exercise the two-year option to extend the term of the MOU through March 31, 2024, as set forth in the Contract and to amend certain other terms and conditions of the MOU as more specifically set forth in this Amendment No. 1;

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

1. Effective April 1, 2022, Section VI. FISCAL PROVISIONS is deleted in its entirety and replaced with the following:

A. The amount of reimbursement under this contract is **\$199,689.00** for operation, maintenance, management of the CITY's wastewater collection system as detailed in the following table. An indirect administrative cost, currently 33.58% percent, is included within the total reimbursement amount and shall be included in all invoices. Indirect administrative costs are approved by the San Bernardino County Board of Supervisors and are subject to change annually.

Maintenance Program Summary				
Type	Year 1 (Completed)	Year 2	Year 3	Comments
Monthly Inspection	\$ 22,641.97	\$ 23,547.65	\$ 24,489.56	12 months
Quarterly Inspection	\$ 5,386.37	\$ 5,601.83	\$ 5,825.90	4 quarters
Annual Maintenance and Inspection	\$ 20,941.74	\$ 21,779.41	\$ 22,650.58	Once annually
Base Emergency Response	\$ 15,000.00	\$ 15,600.00	\$ 16,224.00	Actual Costs based on Rate Schedule
TOTAL:	\$ 63,970.08	\$ 66,528.88	\$ 69,190.04	

The base emergency costs are an estimate for emergency response. Actual costs for labor, vehicles, equipment, materials, and indirect administrative costs will be charged per emergency incident. CSA 70's services and expenses incurred in the performance hereof include employee productive hourly rate, equipment, vehicles, materials, administrative costs, and travel.

- B. CSA 70 shall submit invoices to CITY for services rendered on a monthly basis, in arrears, for costs incurred to perform operations, maintenance, and management duties for CITY's Systems as described in this contract. CSA 70 shall charge a four percent (4%) annual increase to the total reimbursement cost for any future employee Compensation Plan for salary/benefit increases, annual equipment increases, or any materials increases that may occur during the term of the service agreement subject to the San Bernardino County Board of Supervisors approval.
- C. Invoices submitted by CSA 70 to CITY shall include a breakdown of each service performed and the date the services were performed. Upon receipt of invoices, CITY shall submit payment to CSA 70 within forty-five (45) days.

2. Effective April 1, 2022, Section VII. TERM is deleted in its entirety and replaced with the following:

The Parties hereby exercise the two-year option to extend the term of the Contract with the extended term to commence on April 1, 2022 and expires on March 31, 2024, but the Contract may be terminated earlier in accordance with provisions of Section VIII of this contract. This contract may be renewed or extended for two (2) additional years by amendment with mutual agreement of the Parties, and signed by both Parties.

3. All other provisions and terms of the MOU shall remain in full force and effect and are incorporated herein by this reference. In the event of any conflict between the MOU and the Amendment No. 1, this Amendment No. 1 shall control.

END OF AMENDMENT NO. 1

COUNTY SERVICE AREA 70

► Curt Hagman
Curt Hagman, Board Chairman

Dated: MAR 29 2022
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 Cyber Deputy



CITY OF TWENTYNINE PALMS

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

By ► [Signature]
(Authorized signature - sign in blue ink)

Name Frank J. Luckino
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: 03/09/2022

Address 6136 Adobe Road, Twentynine Palms,
CA 92277

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► <u>Aaron Gest, Deputy County Counsel</u>	► _____	► _____
Date _____	Date _____	Date _____

COUNTY SERVICE AREA 70

►

Curt Hagman, Board Chairman

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

CITY OF TWENTYNINE PALMS

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

By ►

(Authorized signature - sign in blue ink)

Name Frank J. Luckino

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: _____

03/09/2022

Address

6136 Adobe Road, Twentynine Palms,
CA 92277

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Approved as to Legal Form

►

Aaron Gest, Deputy County Counsel

Date Mar 17, 2022

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Trevor Leja, Assistant Director

Date Mar 17, 2022