



Contract Number

22-146 A-1

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Sameh Basta Deputy Director, Operations
Telephone Number	(909) 387-8040
Contractor	San Bernardino County Department of Agriculture / Weights & Measures
Contractor Representative	Brady Gergovich
Telephone Number	(909) 387-2125
Contract Term	July 1, 2021 – June 30, 2031
Original Contract Amount	\$5,000,000
Amendment Amount	\$6,250,000
Total Contract Amount	\$11,250,000
Cost Center	1910002518, 1920002522, 1930002526, 1940002532, and 1960002540
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

**Amendment No. 1. to
Memorandum of Understanding No. 22-146
Between San Bernardino County Flood Control District and
San Bernardino County Department of Agriculture / Weights & Measures
for Vegetation Management Services**

This Amendment No. 1 to Memorandum of Understanding (MOU) is made and entered into by and between the San Bernardino County, through its Department of Agriculture / Weights & Measures (DEPARTMENT), and the San Bernardino County Flood Control District (DISTRICT). DEPARTMENT and DISTRICT are collectively referred to herein as "Parties."

This Amendment No. 1 extends the term of the MOU and makes a corresponding change in the not to exceed contract amount to accommodate increased labor and supply costs.

WHEREAS, on March 1, 2022, DEPARTMENT and DISTRICT entered into the MOU under which DEPARTMENT would provide vegetation management services to DISTRICT at Flood Control facilities for a contract term of July 1, 2021, to June 30, 2026, at a not-to-exceed cost of \$1,000,000 per fiscal year, \$5,000,000 over the term of the MOU; and

WHEREAS, the MOU expires on June 30, 2026, but pursuant to Section VII(A) of the MOU, the Parties may extend the term of the MOU for an additional five-year term; and

WHEREAS, the Parties, pursuant to Section VII(A), seek to extend the term of this MOU for an additional five years so that DISTRICT may continue to obtain vegetation management services from DEPARTMENT; and

WHEREAS, due to increased labor and supply costs, the Parties also seek to amend the MOU pursuant to Section IX of the MOU, to increase the contract amount from \$1,000,000 per fiscal year to a not-to-exceed amount of \$1,250,000 per fiscal year, for a total of \$11,250,000 over the extended term of the MOU; and

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to modify the MOU as follows:

a. DELETE Part B of Section V and REPLACE it with a new Part B as follows:

B. The total amount paid by the DISTRICT per fiscal year under this MOU is not to exceed \$1,250,000, for a total not to exceed amount of \$11,250,000 during the term of this MOU.

If the DEPARTMENT determines the need and cost for services under this MOU will exceed \$1,250,000 annually, DEPARTMENT shall advise DISTRICT of this finding prior to expending the entire \$1,250,000. Thereafter, DISTRICT and DEPARTMENT shall negotiate in good faith an amendment to this MOU to be approved by the Board of Supervisors.

b. DELETE Part A of Section VII and REPLACE it with a new Part A as follows:

A. This MOU shall be in effect from July 1, 2021 through June 30, 2031, unless the MOU is terminated earlier by either party in accordance with Section VIII of this MOU.

c. DELETE Part E of Section IX and REPLACE it with a new Part E as follows:

E. RESERVED.

d. DELETE Part F of Section IX and REPLACE it with a new Part F as follows:

F. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed or e- mailed to the following respective addresses listed below:

San Bernardino County
Agriculture / Weights & Measures
Attn: Brady Gergovich
777 E. Rialto Avenue
San Bernardino, CA 92415

San Bernardino County Flood Control District
Operations Division
Attn: Sameh Basta
825 E. Third Street
San Bernardino, CA 92415-0835

E-mail: Brady.Gergovich@awm.sbcounty.gov

E-mail: Sameh.Basta@dpw.sbcounty.gov

2. Unless modified herein, all other terms and conditions of the MOU shall remain unchanged.
3. In the event of a conflict between this Amendment No. 1 and the MOU, this Amendment No. 1 shall take precedence.
4. The Parties agree that this Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF, or other email 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 Amendment No. 1 upon request.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives as set forth below.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

► _____
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

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

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Aaron Gest, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Andy Silao, P.E.
Date _____

Reviewed/Approved by District
► _____
Noel Castillo, Chief Flood Control Engineer
Date _____