



Contract Number

15-151 A2

SAP Number

4400005754

**Public Works – Solid Waste
Management Division**

Department Contract Representative	Marc Rodabaugh, Deputy Director
Telephone Number	(909) 386-8703
Contractor	Running Springs Water District
Contractor Representative	Ryan Gross, General Manager
Telephone Number	(909) 867-2766
Contract Term	07/01/2015 – 06/30/2030
Original Contract Amount	\$750,000
Amendment Amount	N/A
Total Contract Amount	\$750,000
Cost Center	6706524250

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, RUNNING SPRINGS WATER DISTRICT, ("DISTRICT") and SAN BERNARDINO COUNTY, previously referred to as COUNTY OF SAN BERNARDINO ("COUNTY"), have previously entered in Contract No. 15-151, dated July 1, 2015, wherein the DISTRICT would provide treatment and disposal of landfill liquid (leachate) collected at the Heaps Peak Disposal Site, on an as-needed basis; and

WHEREAS, the COUNTY and the District executed Amendment No. 1 to Contract No. 15-151 dated May 19, 2020, exercising the first of two five-year options to extend the term of the Agreement to June 30, 2025; and

WHEREAS, the COUNTY and DISTRICT desire to further extend the term of Contract No. 15-151 to June 30, 2030 by exercising the second of two 5-year options to extend the agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants and conditions, the parties hereto agree to amend Contract No. 15-151 as follows:

Amendment No. 2

Section **5. Compensation** is amended to read:

For the work authorized under this Amendment No. 2, District shall be compensated for the work performed in an amount not to exceed \$750,000. The total Contract amount applies to the entire term of the Contract, not year to year. Beginning on July 1, 2025, the base charge for discharging leachate into the District's sewer system shall be at the rate of 3.82 cents per gallon. Effective July 1, 2026, and annually thereafter, the base rate shall be adjusted based upon the year over year change to the federally published Consumer Price Index – Urban Consumers, for the Los Angeles/Riverside area, determined as the preceding year ended December 31st.

District bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall District be entitled to receive compensation for any item of work required of District under the terms of this Contract, which item of work is not performed by District (including District's agents and subcontractors).

District shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) calendar days after the date that County provides the District with copies of its manifests verifying the monthly volume of leachate discharged into the Plant pursuant to Section 3(c)(2) of this Contract. District's itemized monthly invoice shall be in the form of an Invoice Summary attached and incorporated herein as Exhibit "1." The County will make payment to District within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

Section **6. Term of Contract**, is amended to read:

The term of Amendment No. 2 shall commence as of July 1, 2025, upon approval by the Board of Supervisors, and continue through June 30, 2030, unless terminated pursuant to Section 7 or as otherwise provided for in this Contract.

All other terms and conditions of Contract No. 15-151 remain in full force and effect.

This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 upon request.

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IN WITNESS WHEREOF, San Bernardino County and the District have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

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
of the County of San Bernardino

By _____
Deputy

Running Springs Water District

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

By ►

(Authorized signature - sign in blue ink)

Name Ryan Gross

(Print or type name of person signing contract)

Title General Manager

(Print or Type)

Dated: _____

Address 3142 Hilltop Blvd, P.O. Box 2206

Running Springs, California 92382

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Kaleigh Ragon, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

►

Noel Castillo, Director

Date _____