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**Contract Number**

15-334 A-3

**SAP Number**

## Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	County Service Area 70
<b>Contractor Representative</b>	Steve Samaras, Division Manager
<b>Telephone Number</b>	(760) 962-1515
<b>Contract Term</b>	July 1, 2022 to June 30, 2023
<b>Original Contract Amount</b>	\$158,470
<b>Amendment Amount</b>	\$22,215
<b>Total Contract Amount</b>	\$180,685.00
<b>Cost Center</b>	

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 3  
TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT  
AND  
COUNTY SERVICE AREA 70**

WHEREAS, COUNTY SERVICE AREA 70 (CSA 70) entered into a Memorandum of Understanding (MOU) with the San Bernardino County Sheriff's Department (DEPARTMENT) on June 16, 2015 (Item No. 87), whereby CSA 70 provides wastewater collection system operations, maintenance, and management for the County-owned Glen Helen Rehabilitation Center's wastewater collection system under the terms and conditions contained in the MOU, which MOU's original term was a five year term that expired on June 30, 2020 and contained three one-year options to extend the term of the MOU; and

WHEREAS, on January 5, 2021 (Item No. 50), the San Bernardino County Board of Supervisors approved Amendment No. 1 to the MOU for wastewater collection system services at the Glen Helen Rehabilitation Center, extending the MOU to June 30, 2021; and

WHEREAS, on May 18, 2021 (Item No. 99), the San Bernardino County Board of Supervisors approved Amendment No. 2 to the MOU for wastewater collection system services at the Glen Helen Rehabilitation Center, extending the MOU to June 30, 2022; and

WHEREAS, the parties desire to exercise the third one-year option to extend the term of the MOU through June 30, 2023, as set forth in the MOU, and to amend certain other terms and conditions of the MOU as more specifically set forth in the Amendment No. 3; and

NOW THEREFORE, the parties mutually agree to the following terms and conditions effective July 1, 2022:

1. Revise Section VI. FISCAL PROVISIONS in its entirety, to read:

The amount of reimbursement under this MOU is not to exceed a total of **\$180,685**.

Fiscal Year	Labor and Equipment	Regulatory Compliance	Preventive/Corrective Maintenance	Total
FY 2015-16	\$ 9,520.00	\$ 7,500.00	\$ 10,000.00	\$ 27,020.00
FY 2016-17	\$ 9,805.00	\$ 1,500.00	\$ 10,000.00	\$ 21,305.00
FY 2017-18	\$ 10,100.00	\$ 1,500.00	\$ 10,000.00	\$ 21,600.00
FY 2018-19	\$ 10,400.00	\$ 1,500.00	\$ 10,000.00	\$ 21,900.00
FY 2019-20	\$ 10,715.00	\$ 1,500.00	\$ 10,000.00	\$ 22,215.00
FY 2020-21	\$ 10,715.00	\$ 1,500.00	\$ 10,000.00	\$ 22,215.00
FY 2021-22	\$ 10,715.00	\$ 1,500.00	\$ 10,000.00	\$ 22,215.00
FY 2022-23	\$ 10,715.00	\$ 1,500.00	\$ 10,000.00	\$ 22,215.00
<b>Totals:</b>	<b>\$ 82,685.00</b>	<b>\$ 18,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 180,685.00</b>

A. Total reimbursement for the operation, maintenance, and management of the REHABILITATION CENTER SYSTEM includes the administrative fee as noted in Section VI.B. below. The amounts may fluctuate on an annual basis so long as the total paid does not exceed the total identified above.

The consideration to be paid to CSA 70, as provided herein, 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 usage, vehicle usage, supplies, materials, administrative costs, on-call provision and travel.

B. CSA 70 shall submit invoices to DEPARTMENT for services rendered on a quarterly basis, in arrears, for actual costs incurred to perform operations, maintenance, and management duties at the REHABILITATION CENTER SYSTEM as described in this MOU. An indirect administrative cost of 33.58% shall be calculated on all staff time, supplies, inventory and equipment used and shall be reflected on the invoices. Upon receipt of invoices, DEPARTMENT shall submit payment to CSA 70 within sixty (60) days. Invoices submitted by CSA 70 shall include a breakdown of each service performed and the date that the services were performed.

2. Revise Section VII. TERM in its entirety, to read:

a. This MOU is effective as of July 1, 2022 and expires on June 30, 2023, but may be terminated earlier in accordance with provisions of Section II, K, of this MOU.

3. All other terms and conditions of the MOU remain the same.

This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU

