

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

Contract Number

21-193-A2

SAP Number

Board Governed County Service Areas

Department Contract Representative	Jared Beyeler, Administrative Supervisor
Telephone Number	(760) 962-1505
Contractor	City of Twentynine Palms
Contractor Representative	Larry Bowden, Interim City Manager
Telephone Number	(760) 367-6799
Contract Term	4/1/2024 – 3/31/2026
Original Contract Amount	\$63,970.08
Amendment Amount	\$146,793.58
Total Contract Amount	\$346,482.59
Cost Center	N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 2
TO THE
WASTEWATER SYSTEM SERVICE CONTRACT
BETWEEN
COUNTY SERVICE AREA 70
AND
THE CITY OF TWENTYNINE PALMS**

WHEREAS, SAN BERNARDINO COUNTY SERVICE AREA 70 (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; and

WHEREAS, the Parties desire to exercise the two-year option to extend the term of the Contract through March 31, 2026, as set forth in the Amendment No. 1 and to amend certain other terms and conditions of the Contract as more specifically set forth in this Amendment No. 2.

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

1. Effective April 1, 2024, Section VI. FISCAL PROVISIONS is DELETED in its entirety and REPLACED with a revised Section VI. FISCAL PROVISIONS, which shall now read as follows:

A. The amount of the reimbursement under this contract is **\$346,482.59** for operation, maintenance, management of the CITY's wastewater collection system as detailed in the following table. An indirect administrative cost, currently 33.58%, 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 (Completed)	Year 3 (Completed)	Year 4	Year 5	Comments
Monthly Inspection	\$22,641.97	\$23,547.65	\$24,489.56	\$25,469.14	\$26,487.91	12 months
Quarterly Inspection	\$5,386.37	\$5,601.83	\$5,825.90	\$6,058.93	\$6,301.29	4 quarters
Annual Maintenance and Inspection	\$20,941.74	\$21,779.41	\$22,650.58	\$23,556.61	\$24,498.87	Once annually
Base Emergency Response	\$15,000.00	\$15,600.00	\$16,224.00	\$16,872.96	\$17,547.88	Actual Costs Based on Rate Schedule
TOTAL:	\$63,970.08	\$66,528.88	\$69,190.04	\$71,957.64	\$74,835.95	

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, 2024, Section VII. TERM is DELETED in its entirety and REPLACED with a revised Section VII. TERM, which shall now read as follows:

The Parties hereby exercise the two-year option to extend the term of the Contract with the extended term to commence on April 1, 2024 and to expire on March 31, 2026, but the Contract may be terminated earlier in accordance with provisions of Section VIII of this Contract.

3. All other provisions and terms of the Contract shall remain unchanged and in full force and effect and are incorporated herein by this reference. In the event of any conflict between the Contract and this Amendment No. 2, this Amendment No. 2 shall control.

4. This Amendment No. 2 shall take effect on the date it is last signed by both parties.

5. This Amendment No. 2 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 No. 2 upon request.

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County, acting as the governing body of CSA 70, and City of Twentynine Palms, have each caused this amendment to be subscribed by their respective duly authorized officers, on its behalf.

COUNTY SERVICE AREA 70

► *Dawn Rowe*
 Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 26 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 of the San Bernardino County
 ...Deputy
 COUNTY SERVICE AREA 70

CITY OF TWENTYNINE PALMS

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

By ► *James L. Bowden*
 (Authorized signature - sign in blue ink)

Name James L. Bowden
 (Print or type name of person signing contract)

Title Interim City Manager
 (Print or Type)

Dated: March 12, 2024

Address 6136 Adobe Road
Twentynine Palms, CA 92277

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► *Aaron Gest*
 Aaron Gest, Deputy County Counsel
 Date 18/03/2024

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► *David R. Doublet*
 David Doublet, Assistant Director
 Date 03/18/24

(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. 2 upon request.

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COUNTY SERVICE AREA 70

►

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 San Bernardino County

By _____
Deputy

CITY OF TWENTYNINE PALMS

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

By ► 
(Authorized signature - sign in blue ink)

Name James L. Bowden
(Print or type name of person signing contract)

Title Interim City Manager
(Print or Type)

Dated: March 12, 2024

Address 6136 Adobe Road
Twentynine Palms, CA 92277

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<p>Approved as to Legal Form</p> <p>► _____ Aaron Gest, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>► _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>► _____ David Doublet, Assistant Director</p> <p>Date _____</p>
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