

Contract Number

20-546 A-1

SAP Number

**Board Governed County Service
Areas**

Department Contract Representative	Jonathan Hall
Telephone Number	580-0085
Contractor	County Service Area 70
Contractor Representative	Greg Snyder, Division Manager
Telephone Number	386-8881
Contract Term	July 1, 2025 to June 30, 2027
Original Contract Amount	\$511,622.80
Amendment Amount	\$204,268.35
Total Contract Amount	\$715,891.15
Cost Center	1056381378
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 1 to County Contract No. 20-546

WHEREAS, COUNTY SERVICE AREA 70 (CSA 70) entered into a Memorandum of Understanding (MOU) with SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER (ARMC) on June 23, 2023 (Item 116), whereby CSA 70 provides water system operations, maintenance, and management for the County-owned water and wastewater system located at ARMC; and

WHEREAS, the original term under the MOU was a five-year term, expiring on June 30, 2025, and contains the option to extend the term for two additional one-year increments; and

WHEREAS, the parties desire to exercise the option to extend the term of the MOU for two additional one-year increments through June 30, 2027; and

NOW THEREFORE, effective as of the date this Amendment is fully executed, the parties mutually agree to amend the MOU as follows:

1. DELETE Section I.P "ADDITIONAL SERVICES," and REPLACE it with a revised paragraph I.P, which shall now read as follows:

- P. ADDITIONAL SERVICES** - CSA 70 shall provide a productive hourly labor rate as approved by the San Bernardino County Board of Supervisors. Charges for additional services and repairs not listed in this MOU shall be calculated using the Productive Hourly Rate for direct labor plus an indirect administrative cost, currently set at 33.58%. The indirect administrative cost is subject to change annually. The Employee Productive Hourly Rate Schedule shall be used to establish a guaranteed labor rate. The Employee Productive Hourly Rate Schedule is adjusted annually and shall be provided to ARMC.

2. DELETE Section VI "FISCAL PROVISIONS," and REPLACE it with a revised Section VI, which shall now read as follows:

VI. FISCAL PROVISIONS

- A.** The amount of reimbursement under this MOU is not to exceed a total of **\$715,891.15**

Fiscal Year	Operations	Emergency Maintenance	Total
2020-21	\$79,789.04	\$37,240.00	\$117,029.04
2021-22	\$60,743.44	\$37,240.00	\$97,983.44
2022-23	\$62,073.44	\$37,240.00	\$99,313.44
2023-24	\$60,743.44	\$37,240.00	\$97,983.44
2024-25	\$62,073.44	\$37,240.00	\$99,313.44
2025-26	\$63,934.64	\$37,240.00	\$101,174.64
2026-27	\$65,853.71	\$37,240.00	\$103,093.71
Total	\$455,211.15	\$260,680.00	\$715,891.15

- B.** Total reimbursement for the operation, maintenance, and management of the ARMC includes the administrative fee. 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 CSA 70's service and expenses incurred in the performance hereof, including employees productive hourly rate, equipment usage, vehicle usage, supplies, materials, administrative costs, on-call provision and travel.

- C.** CSA 70 shall submit invoices to ARMC for services rendered on a quarterly basis, in arrears for actual cost incurred to perform operations, maintenance, and management duties at ARMC as described in this MOU. An indirect administrative cost, currently set at 33.58%, shall be calculated on all staff time, supplies, inventory and equipment used and shall be calculated on all staff time, supplies, inventory and equipment used and shall be reflected on the invoices. Upon receipt of invoices, ARMC 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.

3. DELETE Section VII "TERM," and REPLACE it with a revised Section VII, which shall read as follows:

VII. TERM

This MOU is effective as July 1, 2020 and expires on June 30, 2027, but may be terminated earlier in accordance with provisions of Section VIII.a of this MOU.

4. All other terms and conditions of the MOU remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be 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.

IN WITNESS WHEREOF, ARMC and CSA 70 have each caused this amendment to be subscribed by their respective duly authorized officers, on their behalf.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

COUNTY SERVICE AREA 70

►
Dawn Rowe, Chair

Dated: _____

Dated: _____

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

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

Lynna Monell
Clerk of the Board

By _____
Deputy

By _____
Deputy

FOR COUNTY USE ONLY

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