



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>John Reddick</u>
Telephone Number	<u>(909) 580-0085</u>

Contractor	<u>County Service Area 70</u>
Contractor Representative	<u>Steve Samaras, Division Manager</u>
Telephone Number	<u>(760) 962-1505</u>
Contract Term	<u>July 1, 2020 to June 30, 2025</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$511,622.80</u>
Cost Center	<u>_____</u>

IT IS HEREBY AGREED AS FOLLOWS:

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE COUNTY OF SAN BERNARDINO, ARROWHEAD REGIONAL MEDICAL CENTER
 AND COUNTY SERVICE AREA 70**

WHEREAS, the COUNTY OF SAN BERNARDINO, ARROWHEAD REGIONAL MEDICAL CENTER (hereinafter referred to as "ARMC") is responsible for the management of the water distribution system, water treatment system, and sewer collection system located on-site at the Arrowhead Regional Medical Center ; and

WHEREAS, COUNTY SERVICE AREA 70 (hereinafter referred to as "CSA 70") has qualified California State Water Resources Control Board (SWRCB) professionally licensed operators to provide Water and Wastewater System Operations, Maintenance, and Management Services; and

WHEREAS, ARMC has water and wastewater infrastructure systems (hereinafter referred to as “SYSTEMS”) that include, but are not limited to, an on-site water distribution system, water treatment system, wastewater collection system, and related system appurtenances which require SWRCB licensed operator(s) to operate the Systems; and

WHEREAS, CSA 70 has sufficient available staff with appropriate state licensing in water and wastewater with extensive experience in the operation, maintenance, and management of public water and wastewater systems in the vicinity of Arrowhead Regional Medical Center;

NOW THEREFORE, CSA 70 and ARMC mutually agree to the following terms and conditions:

I. CSA 70 SERVICE RESPONSIBILITIES

- A. CONDUCT** - CSA 70 shall perform for ARMC, in a good and workmanlike manner subject to the reasonable satisfaction of ARMC, ARMC’s SYSTEMS operation, maintenance, and management services as set forth in this MOU and more specifically described in Section “E” herein. All activities shall be conducted in a manner that complies with local, state, and federal regulatory requirements.
- B. SUPERVISION** - To effectuate the provisions of this MOU, CSA 70’s supervisory personnel shall regularly inspect ARMC’s SYSTEMS, the work done by CSA 70’s personnel and contractors, and shall exercise complete authority over all CSA 70 employees. CSA 70 shall immediately remove any employee whose conduct or workmanship is unsatisfactory to ARMC.
- C. EMERGENCY** - CSA 70 shall supply ARMC with a copy of its Emergency Notification Plan that includes emergency call-out telephone numbers. CSA 70 shall provide service on a 24-hour-per-day, 7-day-per-week basis according to the services specified in this MOU. ARMC shall participate in the emergency on-call response buy-in program. CSA 70’s emergency on-site response time will be one (1) hour or less (excluding inclement weather delays).

CSA 70 may elect to utilize the services of a qualified and licensed contractor to effect emergency repairs if it determines it is in both parties’ best interests to do so. CSA 70 maintains “On-Call” contractors with the appropriate licensing, insurance and indemnifications for this purpose. In addition, both CSA 70 and ARMC shall comply with all laws applicable to public projects, including, but not limited to, the Public Contract Code, Labor Code, and Civil Code. Any work at ARMC that falls within the definition of a “public project” in Public Contract Code section 22002 and exceeds the limits in Public Contract Code section 22032(a) (currently \$60,000) must be let in accordance with the bidding procedures described in Public Contract Code section 22032, subdivisions (b) and (c).

- D. EMPLOYEES/ OPERATOR QUALIFICATIONS** - All CSA 70 employees providing services pursuant to this MOU must possess minimum licensing or certification in compliance with local, state, and federal requirements for ARMC’s SYSTEMS operations and maintenance. All CSA 70 employees assigned to the ARMC SYSTEMS shall provide services pursuant to this MOU and shall be trained in their assigned tasks, be able to analyze and resolve water and wastewater problems, address and resolve operational service issues in a safe manner, and provide written recommendations and reports. CSA 70 shall ensure that assigned staff receives safety training in accordance with CAL-OSHA standards.
- E. SERVICES AND REPORTS** - CSA 70 shall provide the necessary communications and completed reports to the appropriate local, county, and state agencies as required by the regulatory requirements governing ARMC’s SYSTEMS, including: ARMC staff; the County of San Bernardino Public Health Department’s Division of Environmental Health Services (EHS); the SWRCB and its local branch of the California Regional Water Quality Control Board (CRWQCB); and the Environmental Protection Agency (EPA).

CSA 70 shall ensure compliance with all permit and regulatory requirements of ARMC's SYSTEMS according to design and operational standards. CSA 70 shall procure and maintain all required ARMC SYSTEMS' permits, licenses, and/or certifications. In the event that ARMC's SYSTEMS do not comply with permit or regulatory requirements, CSA 70 shall notify ARMC in writing with recommendations outlining the proposed corrective action. CSA 70 shall inform and submit in writing to ARMC any permit and/or regulatory requirements that cannot be met by CSA 70. CSA 70 shall not be held liable for permit and/or regulatory non-compliance issues that result from a force majeure.

CSA 70's costs to operate, maintain and manage ARMC's SYSTEMS are based on the requirements established by, but not limited to: the City of Colton, County EHS, SWRCB (and local RWQCB), the EPA, and other local, state and/or federal government agencies. Should local, state, and/or federal regulatory agencies revise ARMC's permit requirements for the water and/or wastewater systems, ARMC shall be responsible for any increased costs to CSA 70 for regulatory compliance.

CSA 70 shall inspect and maintain ARMC's SYSTEMS logs in compliance with regulatory agency standards and requirements.

CSA 70 shall be qualified to operate and maintain ARMC's SYSTEMS in accordance with original equipment manufacturers (OEM) specifications and standards. CSA 70 shall be responsible for operating and maintaining the following:

1. Potable Water Distribution Systems – staff shall maintain, per regulatory specifications, all water distribution systems with pipelines, including but not limited to: production wells, pumps, motors, water distribution pipelines, valves, water storage facilities, pneumatic tanks, backflow devices, pressure regulators, pressure vacuum breakers, flow meters, fire hydrants, chemical feed systems, electrical and instrumentation controls, Supervisory Controls And Data Acquisition (SCADA), alarm systems, analyzers, and associated water distribution system appurtenances. The following scope of services is included in this MOU:
 - a. CSA 70 shall operate the regulated potable water distribution systems (4-inch diameter pipes and larger) and log each system one to seven times per week, depending on the regulatory requirement, and provide monthly reports to ARMC.
 - b. CSA 70 shall flush up to one-hundred percent (100%) of dead-end pipelines annually, or on a schedule which maximizes water conservation during drought conditions.
 - c. CSA 70 shall test valves by exercising one-hundred percent (100%) of the regulated potable water valves annually.
 - d. CSA 70 shall test fifty percent (50%) of regulated potable water fire hydrants annually.
 - e. CSA 70 shall test, repair as required, and certify all backflow preventers annually and may utilize On-Call contractors.
 - f. CSA 70 shall conduct water sampling for laboratory analysis on ARMC's regulated potable water distribution system as required and report abnormal results to ARMC immediately.
 - g. CSA 70 shall provide domestic well-water sampling as required by state regulations and ensure that the contracted laboratory includes ARMC on emails with sampling results.
 - h. CSA 70 shall record the pump run-times for the domestic water well.
 - i. CSA 70 shall change the oil in the well motor assembly according OEM specifications and standards.
 - j. CSA 70 shall sound ARMC's water well and monitor ground water levels annually.
 - k. CSA 70 shall conduct well efficiency tests annually and meter certifications every other year.
 - l. CSA 70 shall test all motors and motor control centers using a megohmmeter to ensure that incoming voltage and current is consistent with the needs of the equipment.
 - m. CSA 70 shall monitor and maintain any potable water distribution disinfection control facilities as required by state regulations.

- n. CSA 70 shall read and record the level of the water storage reservoir daily through SCADA monitoring (when installed).
- o. CSA 70 shall overflow the water storage reservoir annually as required by state regulations.
- p. CSA 70 staff shall test and monitor any existing SCADA equipment, alarms and notifications systems to ensure proper operation (when installed).

Should CSA 70 staff observe equipment or system components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with ARMC's prior approval (CSA 70 shall obtain prior approval when possible except when emergency repairs or replacement are required immediately). Costs for repair or replacement that exceed \$60,000 (labor and material) may be referred from CSA 70 to the County Special Districts Department's Project Management Division for inclusion in the annual capital improvement program. All normal repair/replacement costs and/or capital improvement projects are subject to ARMC's final approval. CSA 70 staff shall provide regular and timely reports, minimally once per month with copies to ARMC regarding the results of all activities noted in the Scope of services for the MOU. CSA 70 staff will, in coordination with ARMC, review results of ongoing and listed activities and inspections to use results to identify, prioritize, and budget for future maintenance.

2. Wastewater Collection Systems – staff shall maintain, per regulatory specifications as defined by the SWRCB, all wastewater collection systems (4" or larger diameter pipeline), including but not limited to: sewer pipelines, septic systems, manhole structures, pumps, motors, bar racks, bypass weirs, catch basins, valves, check valves, cleanouts, comminutors, chemical feed systems, dry/wet wells, flap gates, flow meters, grit collectors, electrical controls, air/vacuum relief valves, and associated wastewater collection system appurtenances.
- a. CSA 70 shall conduct a minimum of twenty percent (20%) of sewer main pipeline cleaning or CCTV inspection of sewer main pipeline annually (CCTV inspection, per regulatory requirement, is considered sufficient to meet the 20% annual cleaning requirement). CSA 70 shall provide reports detailing the results of inspections and/or cleaning to ARMC within one (1) month of inspection or sooner depending on priority of urgent repairs.
 - b. CSA 70 shall provide routine inspection of manholes and clean-outs and shall conduct a minimum of twenty percent (20%) of sewer manhole cleaning annually.
 - c. CSA 70 shall evaluate and/or repair ARMC's on-site sewer pipeline 4-inches in diameter or larger and may use On-Call contractors to correct or repair any problems.
 - d. Upon request, CSA 70 shall assist with maintenance and/or repair of ARMC's Muffin Monster Wastewater Grinder.
 - e. Upon request, CSA 70 shall assist with maintenance and/or repair of ARMC's Parshall Flume wastewater flow monitoring device.
 - f. CSA 70 shall exercise twenty percent (20%) of sewer valves annually.

Should CSA 70 staff observe equipment or system components that are outdated, inefficient, or on the verge of failure, CSA 70 staff shall remove and replace said equipment with ARMC's prior approval (CSA 70 shall obtain prior approval when possible except when emergency repairs or replacement are required immediately). Costs for repair or replacement that exceed \$60,000 (labor and material) may be referred from CSA 70 to the County Special Districts Department's Project Management Division for inclusion in the annual capital improvement program. All capital improvement projects are subject to ARMC's final approval. CSA 70 staff shall provide regular and timely reports, minimally once per month, with copies to ARMC regarding the results of all activities noted in the Scope of services for the MOU. CSA 70 staff will, in coordination with ARMC, review results of ongoing and listed activities and inspections to use results to identify, prioritize, and budget for future maintenance.

- F. **JOB STANDARDS** - All work performed by CSA 70 shall meet or exceed all applicable safety and environmental regulations. Workmanship shall be in the best management standard practices of the trade. Reasonable care will be taken while performing tasks in and around County property. Should CSA 70 damage any of ARMC's SYSTEMS in the performance of their duties, CSA 70 shall be responsible for repair in an appropriate and timely manner at no cost to ARMC.
- G. **JOB SITE** - Work shall not impede business, create a nuisance, or endanger County of San Bernardino employees and/or the public.
- H. **EQUIPMENT** – All equipment shall be of good commercial quality. CSA 70's equipment and tools stored on ARMC property shall be clearly marked as CSA 70 and appropriately stored.
- I. **COMMUNICATION** – CSA 70 shall communicate with ARMC and other appropriate County of San Bernardino departments, and reasonably identify ARMC's SYSTEMS deficiencies in order to maintain the SYSTEMS in a safe and economical manner in compliance with regulatory requirements. An annual project list with budgeted expenses will be developed and approved in writing by the Director of ARMC and Director of CSA 70 at the beginning of each quarter. All capital improvement projects, any equipment or system components that require replacement and have not been identified and approved at the beginning of the fiscal year or in the quarterly project list will require approval by both Directors in writing.
- J. **SAMPLES** – CSA 70 shall collect all required water and wastewater samples, and transport them to a State of California certified laboratory (Environmental Laboratory Accredited Program) for analysis. CSA 70 shall be responsible for collecting representative water and wastewater samples for analysis in compliance with regulatory requirements and standards.
- K. **MAINTENANCE OF GROUNDS** – CSA 70 staff shall perform all required housekeeping in order to maintain ARMC's SYSTEMS, system buildings/facilities as noted in Section E, "Services and Reports" above.
- L. **PREVENTIVE MAINTENANCE** – If CSA 70 fails to perform preventive maintenance, resulting in equipment failure, CSA 70 shall make necessary repairs in a timely manner at no additional cost to ARMC.
- M. **TRAINING** – CSA 70 shall have the ability to provide safety and product training to on-site ARMC personnel and ARMC may request CSA 70 to provide safety and product training to on-site ARMC personnel.
- N. **CHEMICALS** – CSA 70 shall provide all chemicals and the maintenance for the related chemical feed system equipment, including but not limited to: tanks, pumps, motors, pipelines, valves, inline screens, chemical diffusers, flow meters, electrical and instrument controls, SCADA, and transportation and delivery, as noted in Section E, "Services and Reports" above, to ARMC's SYSTEMS at cost, plus 33% administration fee, to ARMC.
- O. **PAGERS** – CSA 70 shall provide pagers to its employees assigned to ARMC's SYSTEMS, and shall become familiar with any existing emergency page-out telemetry service currently in use by ARMC's SYSTEMS.
- P. **ADDITIONAL SERVICES** – CSA 70 shall provide a productive hourly labor rate as approved by the County of San Bernardino Board of Supervisors plus an administrative fee of thirty-three percent (33%) for additional services and repairs not listed in this MOU. 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.

II. CSA 70 GENERAL RESPONSIBILITIES

- A. **INDEPENDENT CAPACITY** – In the performance of this MOU, CSA 70, its agents and its employees, shall act in an independent capacity and not as officers, employees, or agents of ARMC.
- B. **ASSIGNABILITY** – Without prior written consent of ARMC, this MOU is not assignable by CSA 70 either in whole or in part.
- C. **SUBCONTRACTING** – CSA 70 shall inform the Director or designee of ARMC of any subcontracting agreements for work contemplated under this MOU. All subcontractors shall be subject to the same terms and conditions as CSA 70. CSA 70 shall be fully responsible for the performance and payment of any subcontractor's contract.
- D. **LICENSES AND PERMITS** – CSA 70 shall ensure that it has all necessary operator certifications and licenses required by state rules and regulations for water and wastewater services. CSA 70 shall maintain these operator certifications in effect for the duration of this MOU. CSA 70 shall notify ARMC immediately of the loss or suspension of any such license. Failure to maintain the required licenses may result in immediate termination of this MOU.
- E. **LABOR LAWS** – CSA 70 shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; and payment of wages.
- F. **PRIMARY CONTACT** – CSA 70 shall designate an individual to serve as the primary point of contact. CSA 70 or its designee must respond to ARMC's non-emergency inquiries within two (2) business days. In the event that a problem or potential problem occurs, impacting the quality or quantity of work, or the level of performance under this MOU, CSA 70 shall notify ARMC within two (2) working days, in writing, and by telephone.
- G. **RELEASE OF INFORMATION** – No news releases, advertisements, public announcements, or photographs arising out of this MOU or CSA 70's relationship with ARMC may be made or used without prior written approval from ARMC, with the exception of the performance of those duties required to maintain adequate records or regulatory reporting requirements.
- H. **RECORDS** – CSA 70 shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within CSA 70. ARMC staff shall have the right, upon reasonable notice and at reasonable hours of business, to examine and inspect such records and books.
- I. **RIGHT TO MONITOR AND AUDIT** – ARMC shall have the right to review and audit all records, books, papers, documents, minutes, and other pertinent items as requested, and shall have the right to monitor the performance of CSA 70 in the delivery of services provided under this MOU. CSA 70 shall give full cooperation with all auditing and/or monitoring conducted. CSA 70 shall cooperate with ARMC in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by ARMC, County EHS, the SWRCB (and RWQCB), the EPA, and the regional Air Quality Management District. In the event that ARMC determines that CSA 70's performance of its duties or other terms of this MOU are deficient in any manner, ARMC shall notify CSA 70 of such deficiency in writing, within five (5) days thereafter. CSA 70 shall remedy any deficiency within forty-eight (48) hours of such notification, or ARMC, at its option, may terminate this MOU upon written notice, or remedy the deficiency and offset the cost thereof from any amounts due to CSA 70 under this MOU or otherwise.
- J. **AVAILABILITY OF RECORDS** - All records pertaining to services delivered, and all fiscal, statistical, and management books and records shall be delivered to ARMC representatives upon availability for storage in compliance with all county, state and federal requirements.

III. ARMC RESPONSIBILITIES

ARMC shall provide to CSA 70 any and all reports, plans, maps, operations manuals, equipment specifications, or other documentation and data regarding the conditions, configuration, and construction of ARMC's SYSTEMS. ARMC shall be responsible for maintaining and coordinating sewer or plumbing issues on water or sewer systems with pipeline sizes less than four inches (4") in diameter on ARMC's SYSTEMS. CSA 70 does not typically handle these types of standard plumbing issues. CSA 70 shall comply with any special requirements for conducting operations and maintenance on the hospital premises. ARMC shall be responsible for all pre-budgetary planning and submittal to the County Board of Supervisors for approval of CIPs.

IV. INDEMNIFICATION

CSA 70 agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless ARMC and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including CSA 70's acts, errors or omissions of any person and for any costs or expenses incurred by ARMC on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CSA 70's indemnification obligation applies to ARMC's "active" as well as "passive" negligence but does not apply to ARMC's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARMC agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless CSA 70 and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including ARMC's acts, errors or omissions of any person and for any costs or expenses incurred by CSA 70 on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. ARMC's indemnification obligation applies to CSA 70's "active" as well as "passive" negligence but does not apply to CSA 70's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

In the event that CSA 70 and/or ARMC are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, ARMC and/or CSA 70 shall indemnify the other to the extent of its comparative fault.

V. INSURANCE COVERAGE - CSA 70 warrants that it is legally self-insured under a State approved program of self-insurance.

VI. FISCAL PROVISIONS

- A. The amount of reimbursement under this MOU is \$511,622.80

Operations and Maintenance (O&M)	Estimated Annual Cost Year 1	Not-to-Exceed Contract Period
Labor	\$ 20,955.43	\$ 104,777.13
Equipment	\$ 16,978.51	\$ 84,892.57
Laboratory Fees	\$ 2,859.50	\$ 14,297.50
Infrastructure Maintenance	\$ 19,950.00	\$ 99,750.00
Emergency Maintenance	\$ 37,240.00	\$ 186,200.00
Sewer System Mgmt Plan	\$ 19,045.60	\$ 21,705.60
Total:	\$ 117,029.04	\$ 511,622.80

- B. CSA 70 will receive up to a total of **\$511,622.80** for the term of the contract for operation, maintenance, and management of ARMC's SYSTEMS. ARMC shall transfer full payment for all of CSA 70's services and expenses incurred in the performance hereof, including current Board Of Supervisor approved employee productive hourly rate, equipment, vehicles, materials, administrative costs, and travel.
- C. CSA 70 shall submit a detailed drawdown to ARMC for services rendered on a quarterly basis, in arrears, for costs incurred to perform capital improvement projects, operations, maintenance, and management duties at ARMC's SYSTEMS as described in this MOU. An administrative fee of thirty-three percent (33%) shall be applied to all direct staff labor, vehicles/equipment, supplies, inventory, contractors, and equipment purchased. This charge shall be reflected on all invoices and only excludes indirect administrative personnel labor (i.e. management). Any funds left over after each fiscal year will be applied to future fiscal year's projects.
- D. Costs for operations and maintenance shall be evaluated after the 2nd fiscal year to determine whether available funding is adequate or exceeds costs. Should extraordinary circumstances exceed the emergency maintenance fund, such as regulatory requirements or critical projects, CSA 70 and ARMC shall negotiate required funding to ensure that ARMC is compliant with all regulatory requirements.
- E. Monthly reports, submitted by CSA 70 and referenced above in ARMC's SYSTEMS section shall include a breakdown of each service performed and the date that the services were performed.

VII. TERM

This MOU is effective as of July 1, 2020 and expires on June 30, 2025, but may be terminated earlier in accordance with provisions of Section IX of this MOU. This MOU may be extended for two additional one year increments through amendment by mutual agreement of the Parties.

VIII. EARLY TERMINATION

a. Termination Process

Either party, by written notice to the other party, may terminate the whole or any part of this agreement at any time and without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least 60 days before the effective date of

such termination. The termination process shall begin on (i) the date designated by either party not earlier than sixty (60) days prior to the end date that such party has not elected to extend pursuant to the MOU; or (ii) sixty (60) days from the date any termination notice is delivered to the other party to terminate any or all of the services pursuant to the MOU. CSA 70's obligation to perform services, and ARMC's obligation to pay for services, shall expire: (A) at the end of the initial or extended term set forth in this MOU; or (B) on the termination date provided by notice to the other party. CSA 70 and ARMC shall discuss in good faith a plan for determining the nature and extent of CSA 70's termination obligations and for the transfer of services in process.

Should ARMC select a new services provider, all responsibilities and liabilities are assumed by both ARMC and such new service provider. CSA 70 shall be required to perform its termination obligations on an expedited basis, as determined by ARMC, if ARMC terminates the term pursuant to the MOU. ARMC shall pay CSA 70 for any specified termination services incurred prior to the effective date of the termination, to include, but not limited to: County of San Bernardino, Board of Supervisors approved staff productive hourly rates, vehicle/equipment rates, and all materials at cost, plus an administrative fee of thirty-three percent (33%).

b. Specific Obligations

The Termination shall include the performance of the following specific obligations:

i. No Interruption or Adverse Impact

CSA 70 within its control and scope of responsibilities shall cooperate with ARMC and ARMC's new service provider to ensure a smooth transition at the time of termination, with no interruption of services, no adverse impact on the provision of services or ARMC's activities.

ii. Third-Party Authorizations

Without limiting the obligations of CSA 70 pursuant to any other clause herein, CSA 70 shall, subject to the terms of any third-party contracts, procure at no charge to ARMC any third-party authorizations necessary to grant ARMC the use and benefit of any third-party contracts between CSA 70 and third-party contractors used to provide the services, pending their assignment to ARMC.

iii. Return, Transfer and Removal of Assets

a. CSA 70 shall return to ARMC, all ARMC assets in CSA 70's possession.

b. ARMC shall be entitled to purchase at a negotiated value those CSA 70 assets used in the commission of providing services to ARMC. CSA 70 shall promptly remove from ARMC premises, or the site of the work being performed by CSA 70 for ARMC, any CSA 70 assets that ARMC, or its designee, chooses not to purchase under this provision.

iv. Transfer of Leases, Licenses, and Contracts

CSA 70, shall convey or assign to ARMC or its designee, such leases, licenses, and other contracts used by CSA 70, ARMC, or any other person in connection with the services, as ARMC may select, when such leases, licenses, and other contracts have no other use by CSA 70. CSA 70's obligation described herein shall include CSA 70's performance of all obligations under such leases, licenses, and other contracts to be performed with respect to periods prior to the date of conveyance or assignment.

v. Delivery of Documentation

CSA 70 shall deliver to ARMC or its designee, at ARMC request, all documentation and data related to ARMC that is held by CSA 70. CSA 70 may retain one (1) copy of the documentation and data for archival purposes or warranty support.

IX. GENERAL PROVISIONS

- A.** No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- B.** Any alterations, variations, modifications, or waivers of provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. NO oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

X. NOTICES

Notices to be given between Parties hereto shall be in writing and served personally and/or deposited in the United States mail, first class, postage prepaid, and addressed to:

SPECIAL DISTRICTS DEPARTMENT

Attention: Luther Snoke, Interim Director
222 W. Hospitality Lane, Second Floor
San Bernardino, CA 92415-0450

ARROWHEAD REGIONAL MEDICAL CENTER

Attention: William Gilbert, Hospital Director
400 N. Pepper Avenue
Colton, CA 92324

Contact persons from each department shall be designated for coordination of daily operations, security access and general ongoing activities. Any change in the point of contact may be made via email, fax, or other written correspondence. The contact person are as follows, until otherwise amended in writing:

SPECIAL DISTRICTS DEPARTMENT

Steve Samaras, Division Manager
12402 Industrial Blvd., D-6
Victorville, CA 92395
Phone: (760) 962-1515

ARROWHEAD REGIONAL MEDICAL CENTER

John Reddick, Maintenance Supervisor
400 N. Pepper Avenue
Colton, CA 92324
Phone: (909) 580-0085

XI. CONCLUSION

This MOU is the full and complete document describing services to be rendered by CSA 70 to ARMC including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

COUNTY SERVICE AREA 70

▶ _____
Curt Hagman, Board Chairman

Curt Hagman, Board Chairman

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 the County of San Bernardino

Lynna Monell
Clerk of the Board
of the County of San Bernardino

By _____
Deputy

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ Dawn Martin, County Counsel	▶ _____	▶ _____ Luther Snoke, Interim Director
Date _____	Date _____	Date _____