

Contract Number

15-336-A-2

SAP Number

Sheriff's Department

Department Contract Representative	Jose Torres
Telephone Number	(909) 387-3648
Contractor	County Service Area 70
Contractor Representative	Steve Samaras, Division Manager
Telephone Number	(760) 962-1515
Contract Term	July 1, 2021 to June 30, 2022
Original Contract Amount	\$2,875,250.00
Amendment Amount	\$506,600.00
Total Contract Amount	\$3,381,850.00
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 2
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SAN BERNARDINO SHERIFF'S DEPARTMENT
AND
COUNTY SERVICE AREA 70**

WHEREAS, COUNTY SERVICE AREA 70 (CSA 70) entered into a Memorandum of Understanding (MOU) with the County of San Bernardino County Sheriff's Department (DEPARTMENT) on June 16, 2015 (Item No. 90), whereby CSA 70 provides water system operations, maintenance, and management for the County-owned High Desert Detention Center's (HDDC) water distribution and water treatment 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. 49), the CSA 70 entered into Amendment No. 1 of the MOU with the DEPARTMENT to continue to provide water system services to HDDC utilizing the first of three one-year options to the extend the term of the MOU through June 30, 2021.

WHEREAS, the parties desire to exercise the second one-year option to extend the term of the MOU through June 30, 2022 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. 2; and

NOW THEREFORE, the parties mutually agree to the following terms and conditions, effective July 1, 2021:

1. Revise Section I.R. PRODUCTIVE HOURLY RATE in its entirety, to read:
CSA 70 shall provide a productive hourly labor rate as approved by the 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 of 33.58% of the Productive Hourly Rate. 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 DEPARTMENT.
2. Revise Section VI. FISCAL PROVISIONS in its entirety, to read:

The amount of reimbursement under this MOU is not to exceed a total of **\$3,381,850.00**.

Fiscal Year	Annual Costs						Contingency	Estimated Annual Cost
	Staff/ Equipment	Regulatory Compliance	Preventive/ Corrective Maintenance	Chemicals	Annual Public Health Permit	Replacement Water (168 acft/yr)	Emergency Repair	
15/16	\$ 249,650.00	\$ 7,500.00	\$ 15,000.00	\$ 12,000.00	\$ 2,500.00	\$ 81,300.00	\$ 75,000.00	\$ 442,950.00
16/17	\$ 257,150.00	\$ 7,500.00	\$ 15,000.00	\$ 12,400.00	\$ 2,500.00	\$ 87,400.00	\$ 75,000.00	\$ 456,950.00
17/18	\$ 264,850.00	\$ 7,500.00	\$ 15,500.00	\$ 12,700.00	\$ 2,500.00	\$ 94,800.00	\$ 75,000.00	\$ 472,850.00
18/19	\$ 272,800.00	\$ 7,500.00	\$ 16,000.00	\$ 13,100.00	\$ 2,500.00	\$ 102,400.00	\$ 75,000.00	\$ 489,300.00
19/20	\$ 281,000.00	\$ 7,500.00	\$ 16,500.00	\$ 13,500.00	\$ 2,500.00	\$ 110,600.00	\$ 75,000.00	\$ 506,600.00
20/21	\$ 281,000.00	\$ 7,500.00	\$ 16,500.00	\$ 13,500.00	\$ 2,500.00	\$ 110,600.00	\$ 75,000.00	\$ 506,600.00
21/22	\$ 281,000.00	\$ 7,500.00	\$ 16,500.00	\$ 13,500.00	\$ 2,500.00	\$ 110,600.00	\$ 75,000.00	\$ 506,600.00
Totals	\$ 1,887,450.00	\$ 52,500.00	\$ 111,000.00	\$ 90,700.00	\$ 17,500.00	\$ 697,700.00	\$ 525,000.00	\$ 3,381,850.00

- A. Total reimbursement for the operation, maintenance, and management of the DETENTION CENTER SYSTEMS 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 DETENTION CENTER SYSTEMS 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.

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

- a. This MOU is effective as of July 1, 2021 and expires on June 30, 2022, but may be terminated earlier in accordance with provisions of Section II, K, of this MOU. This MOU may be extended for one (1) one-year increment through amendment by mutual agreement of the Parties and approval by the Board of Supervisors acting on behalf of each party.

4. 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 (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 MOU upon request.

**COUNTY OF SAN BERNARDINO
SHERIFF'S DEPARTMENT**

COUNTY SERVICE AREA 70

►

Curt Hagman, Chairman, Board Chairman

Curt Hagman, Chairman, 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 Supervisors
of the County of San Bernardino

Lynna Monell
Clerk of the Board of Supervisors
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

►

►

Trevor Leja, Deputy Director

Date _____

Date _____

Date _____