

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

Contract Number

15-336 A-3

SAP Number

Sheriff/Coroner/Public Administrator

| | |
|---|---|
| Department Contract Representative | Kelly Welty, Chief Deputy Director of Sheriff's Administration |
| Telephone Number | (909) 387-0640 |
| Contractor | County Service Area 70 |
| Contractor Representative | Steve Samaras, Division Manager |
| Telephone Number | (760) 962-1515 |
| Contract Term | July 1, 2022 to June 30, 2023 |
| Original Contract Amount | \$3,381,850.00 |
| Amendment Amount | \$521,798 |
| Total Contract Amount | \$3,903,648.00 |
| Cost Center | |

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 3
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE 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. 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), 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; and

WHEREAS, on May 18, 2021 (Item No. 100), CSA 70 entered into Amendment No. 2 of the MOU with the DEPARTMENT to continue to provide water system services to HDDC utilizing the second of three one-year options to extend the term of the MOU through 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 **\$3,903,648.00**.

| 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 |
| 22/23 | \$ 289,430.00 | \$ 7,725.00 | \$ 16,995.00 | \$ 13,905.00 | \$ 2,575.00 | \$ 113,918.00 | \$ 77,250.00 | \$ 521,798.00 |
| Totals | \$ 2,176,880.00 | \$ 60,225.00 | \$ 127,995.00 | \$ 104,605.00 | \$ 20,075.00 | \$ 811,618.00 | \$ 602,250.00 | \$ 3,903,648.00 |

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.

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 (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.

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SAN BERNARDINO COUNTY SERVICE AREA 70



 Dawn M. Rowe, ~~Curt Hagman, Chairman, Board Chairman~~
vice chair
 Dated: JUN 28 2022


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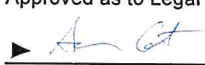
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

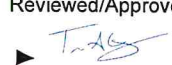

 Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

 Aaron Gest, Deputy County Counsel
 Date Jun 14, 2022

Reviewed for Contract Compliance

 Date _____

Reviewed/Approved by Department

 Trevor Leja, Assistant Director
 Date Jun 14, 2022