



**Contract Number**

**SAP Number**

## **Sheriff/Coroner/Public Administrator**

<b>Department Contract Representative</b>	<u>Kelly Welty, Chief Deputy Director</u>
<b>Telephone Number</b>	<u>(909) 387-0640</u>
<b>Contractor</b>	<u>County Service Area 70</u>
<b>Contractor Representative</b>	<u>Steve Samaras, Division Manager</u>
<b>Telephone Number</b>	<u>(760) 962-1515</u>
<b>Contract Term</b>	<u>7/1/2023 – 6/30/28</u>
<b>Original Contract Amount</b>	<u>\$2,878,406</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$2,878,406</u>
<b>Cost Center</b>	<u>1056501378</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

### **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT AND COUNTY SERVICE AREA 70**

**WHEREAS**, SAN BERNARDINO COUNTY through the SHERIFF/CORONER/PUBLIC ADMINISTRATOR(DEPARTMENT) owns and operates the HIGH DESERT DETENTION CENTER (HDDC) which includes a State Water Resources Control Board (SWRCB) D-2 water distribution and T-3 water treatment system, located at 9438 Commerce Way, Adelanto CA 92301, which requires SWRCB certified operators to operate the SYSTEMS; and

**WHEREAS**, COUNTY SERVICE AREA 70 (CSA 70) promotes safe and healthy communities by ensuring the safety of public water, meets State and County health code requirements, and provides Water System Operations, Maintenance, and Management Services; and

**WHEREAS**, DEPARTMENT has a water infrastructure system that includes a water distribution system, water treatment system and related system appurtenances (SYSTEMS) at the HDDC located in San Bernardino County which require SWRCB certified operators to operate; and

**WHEREAS**, CSA 70 has sufficient available staff with appropriate state certifications in water distribution and water treatment with extensive experience in the operation, maintenance, and management of public water systems;

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

#### **I. CSA 70 SERVICE RESPONSIBILITIES**

- A. CONDUCT** – CSA 70 shall perform for DEPARTMENT, in a good and workmanlike manner subject to the reasonable satisfaction of DEPARTMENT, the HDDC SYSTEMS operation, maintenance and management services as set forth in this MOU. All activities shall be conducted in a manner that complies with federal, state and local regulatory requirements.
- B. SUPERVISION** – To effectuate the provisions of this MOU, CSA 70's supervisory personnel shall regularly inspect as required the HDDC SYSTEMS, the work done by CSA 70's personnel, and shall exercise complete authority over all such employees. CSA 70 shall immediately remove any employee whose conduct or workmanship is unsatisfactory to DEPARTMENT.
- C. EMERGENCY** – CSA 70 shall supply DEPARTMENT 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. DEPARTMENT shall participate in the emergency on-call response buy-in program, as noted in Section VI Fiscal Provisions finance table. CSA 70's emergency on-site response time shall be one and a half hours or less (excluding inclement weather delays).
- D. CONTRACTORS** – CSA 70 may elect to utilize the services of a qualified and licensed contractor to conduct emergency or preventive/corrective repairs if it determines it is in both parties' best interest to do so. CSA 70 maintains "on call" contractors with the appropriate licensing, insurance and indemnifications for this purpose. The substitution of a contractor for CSA 70 staff shall be authorized by DEPARTMENT within the costs established for that service.
- E. EMPLOYEES/OPERATOR QUALIFICATIONS** – All CSA 70 employees providing services pursuant to this MOU must possess minimum licensing or certification in compliance with federal, state and local requirements for the HDDC SYSTEMS operations and maintenance. All CSA 70 employees assigned to operate and maintain the HDDC SYSTEMS will analyze and troubleshoot water distribution and water treatment processes, resolve operational system issues, and provide written recommendations and reports. CSA 70 shall ensure that assigned staff receives safety training in accordance with CAL-OSHA standards.
- F. EMPLOYEES/OPERATOR SECURITY REQUIREMENTS** – CSA 70 employees providing services pursuant to this MOU shall possess minimum security clearance in compliance with federal, state and local guidelines required by the DEPARTMENT to provide services at the HDDC. The cost for security clearance, if any, shall be covered by DEPARTMENT. CSA 70 employees providing services pursuant to this MOU shall comply with the safety and security rules and procedures of the facility while at the HDDC site. DEPARTMENT reserves the right to request the removal of any CSA 70 employee or contractor for security reasons.
- G. SERVICES AND REPORTS** – CSA 70 shall provide the necessary communications and completed reports to DEPARTMENT, the San Bernardino County Department of Public Health Environmental

Health Services (EHS), Mojave Water Agency, SWRCB, and Environmental Protection Agency (EPA) as required by the regulatory requirements governing the HDDC SYSTEMS.

CSA 70 shall ensure compliance with all permits and regulatory requirements of the HDDC SYSTEMS within their current design and operational capabilities. CSA 70 shall procure and/or maintain required HDDC permits, licenses, certifications and/or replacement/makeup water obligations. In the event that the HDDC SYSTEMS do not comply with permit and/or regulatory requirements that cannot be met by CSA 70 or that result from a force majeure, such situations shall not result in a breach of this MOU. CSA 70 shall not be held liable for permit and/or regulatory non-compliance or any other issues that result from a force majeure.

As of the Board approved contract date, CSA 70's costs to operate, maintain and manage the HDDC are based on requirements that include, but are not limited to Original Equipment Manufacturer (OEM) specifications and requirements, EHS, SWRCB, Federal Environmental Protection Agency, and other federal, state and/or local government agencies with jurisdiction over HDDC. Should local state and/or federal regulatory agencies revise DEPARTMENT's current permit requirements for D-2 water distribution and T-3 water treatment at the HDDC, DEPARTMENT shall be responsible for any increased costs to CSA 70.

CSA 70 shall inspect and maintain HDDC logs in compliance with regulatory agency standards and requirements.

CSA 70 shall operate and maintain the HDDC SYSTEMS in accordance with OEM specifications and standards.

CSA 70 shall be responsible for water system operations and maintenance starting at the HDDC water treatment plant and terminating at the three valve cluster located on the jail perimeter road, just south of the water treatment plant.

1. Water Distribution System – staff shall maintain per regulatory specifications, all water distribution systems, 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, 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 the MOU:
  - a. CSA 70 shall routinely inspect water distribution system.
  - b. CSA 70 shall flush fifty (50) percent of dead end lines in the HDDC annually.
  - c. CSA 70 shall exercise one hundred (100) percent of the water valves in the HDDC annually.
  - d. CSA 70 shall flush one hundred (100) percent of the fire hydrants in the HDDC annually.
  - e. CSA 70 shall test and certify all backflow preventers in the HDDC annually.
  - f. CSA 70 shall provide distribution system water sampling as required by the regulatory authority having jurisdiction over the HDDC.
  - g. CSA 70 shall provide water production, treatment and distribution system sampling as required by the regulatory authority having jurisdiction over the HDDC water system as defined by the issued operation permit.
  - h. CSA 70 shall record the pump run times for the domestic water well and pumping stations.
  - i. CSA 70 shall change the oil and grease in all water pump and motor assemblies as needed.
  - j. CSA 70 shall sound the HDDC well annually, monitor ground water levels, and maintain records.
  - k. CSA 70 shall test all motors and motor control centers to ensure that incoming voltage and current is consistent with the needs of the equipment.
  - l. CSA 70 shall monitor and maintain disinfection facilities including the chemical feed system, chlorine residual analyzer, recirculation pump and eyewash/showers and stations.
  - m. CSA 70 shall read and record the elevation in HDDC water reservoirs.

- n. CSA 70 shall provide notification to DEPARTMENT prior to scheduling overflow of each of the HDDC water storage reservoirs annually to remove oil from the tanks.
- o. CSA 70 shall monitor pressurized water vessels and ensure that all equipment, including air compressors are operating properly.
- p. CSA 70 shall maintain all pressure vessels certifications as required under current regulations.
- q. CSA 70 shall test and monitor all existing SCADA equipment (if any), alarms and notifications systems to ensure proper operation.

Should CSA 70 observe equipment or system components that are obsolete, inefficient, or on the verge of failure, CSA 70 shall remove and replace said equipment with DEPARTMENT's preceding written approval. Costs up to \$75,000 shall be covered as part of the contingency allowance for emergency repairs. CSA 70 shall notify the DEPARTMENT of all emergency repair costs that exceed \$25,000 for labor, equipment, and material for resolution or mitigation. CSA 70 shall not be held responsible for any repairs that exceed the total amount of \$75,000 or any failure or problems associated with the HDDC SYSTEMS that are beyond routine operation and maintenance by CSA 70 or any other issues that result from a force majeure.

1. Water Treatment System – staff shall maintain, per regulatory specifications, all water treatment systems, including but not limited to the following processes and water treatment equipment: coagulation and flocculation, sedimentation, filtration, disinfection, clear well, pumps, motors, water distribution pipelines, valves, storage facilities, pneumatic tanks, backflow devices, pressure regulators, pressure vacuum breakers, flow meters, chemical feed systems, electrical and instrumentation controls, Supervisory Controls and Data Acquisition (SCADA), alarm systems, analyzers, and associated water distribution and water treatment system appurtenances. The following scope of services is included in the MOU:
  - a. CSA 70 shall provide routine inspection of the water treatment system.
  - b. CSA 70 shall monitor and service metering and chemical feed pumps as required.
  - c. CSA 70 shall ensure that chemical supply is continuous and stored properly.
  - d. CSA 70 shall read chlorine residual at each facility and adjust feed pumps as needed to ensure compliance with local and state requirements.
  - e. CSA 70 shall monitor and record pump run times.
  - f. CSA 70 shall sample as required.
  - g. CSA 70 staff shall test and monitor all existing SCADA equipment, alarms and notifications systems to ensure proper operation.
  - h. CSA 70 shall monitor the pre-filtration system and perform manual backwash of pre-filtration system on a daily basis depending upon water quality.
  - i. CSA 70 shall monitor the level in the backwash tank and check discharge flow to sewer to ensure within specified limits.
  - j. CSA 70 shall provide replacement media when existing media is exhausted or additional media is required due to losses.
  - k. CSA 70 shall monitor the reverse osmosis water treatment system and record and trend at a minimum transmembrane pressure, check chemical feed system operation (pH adjustment and antiscalant) and monitor water quality using online analyzers and sample points.
  - l. CSA 70 shall provide replacement membranes when existing membranes are foul and require cleaning. CSA 70 shall send in fouled membranes for cleaning after replacement membranes have been installed.
  - m. CSA 70 shall monitor calcite filter and water quality after calcite filter to monitor media effectiveness and gauge replacement requirement.
  - n. CSA 70 shall provide replacement media when existing media is exhausted.
  - o. CSA 70 shall load chlorine tablets into the tablet feeder. CSA 70 shall perform dilution of antiscalant chemical to of the proper level of antiscalant in the system.

Should CSA 70 observe equipment or system components that are obsolete, inefficient, or on the verge of failure, CSA 70 shall remove and replace said equipment with DEPARTMENT's preceding approval. Costs up to \$75,000 shall be covered as part of the contingency allowance for emergency repairs. CSA 70 shall notify the DEPARTMENT of all emergency repair costs that exceed \$25,000

for labor, equipment, and material for resolution or mitigation. CSA 70 shall not be held responsible for any repairs that exceed the total amount of \$75,000 or any failure or problems associated with the HDDC SYSTEMS that are beyond routine operation and maintenance by CSA 70 or any other issues that result from a force majeure.

CSA 70 shall develop an annual maintenance report detailing preventive and corrective maintenance tasks performed at the HDDC.

- H. 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 shall be taken while performing tasks in and around County property.
- I. JOB SITE** – Work shall not impede business, create a nuisance, or endanger County of San Bernardino employees and/or the public.
- J. EQUIPMENT/TOOLS** – All equipment shall be of good commercial quality. CSA 70 shall seek DEPARTMENT approval for storage of equipment and tools on DEPARTMENT property. All equipment and tools shall be clearly marked as CSA 70 and appropriately stored.
- K. COMMUNICATION** - CSA 70 will exercise due diligence in communication of all abnormal operational/maintenance issues with DEPARTMENT and seek authorization to implement an appropriate course of action. CSA 70 shall communicate with DEPARTMENT and other appropriate County of San Bernardino Departments, and reasonably identify the HDDC SYSTEMS deficiencies in order to maintain the HDDC SYSTEMS in a safe and economical manner in compliance with regulatory requirements. CSA 70 shall provide advanced notification of scheduled shutdowns or service interruptions.
- L. SAMPLES** - CSA 70 shall collect all required water samples for regulatory compliance and transport them to a State of California Environmental Laboratory Accredited Program (ELAP) certified laboratory for analysis. CSA 70 shall also collect representative samples and perform necessary analysis for the implementation of process control measures.
- M. PREVENTIVE/CORRECTIVE MAINTENANCE** - CSA 70 shall perform SYSTEMS inspections, including inspections for preventive and corrective maintenance. CSA 70 shall communicate to DEPARTMENT observations requiring necessary repairs. If preventive/corrective repairs are required, CSA 70 may elect to utilize the services of a qualified and licensed “on-call” contractor to effect repairs if it determines it is in both parties’ best interest to do so. CSA 70 shall procure contractors or a professional service provider with the appropriate licensing, insurance and indemnifications for this purpose.
- N. TRAINING** - CSA 70 shall have the ability to provide safety and product training to on-site DEPARTMENT personnel.
- O. CHEMICALS** – Estimated water treatment and distribution chemical costs have been included in the operations, maintenance, and management service costs. DEPARTMENT shall reimburse CSA 70 for all chemical costs additional to, or that exceed, this amount.
- P. PERMITS / REGULATORY REQUIREMENTS** – Estimated replacement/makeup water and County permit costs have been included in the operations, maintenance and management service costs. DEPARTMENT shall reimburse CSA 70 for all water and/or permit costs additional to, or that exceed, this amount. DEPARTMENT, at its option, may continue to work with a third party to in order to obtain replacement/makeup water in order to satisfy the Mojave Water Agency Watermaster obligations.
- Q. PAGERS** - CSA 70 shall provide pagers to its employees assigned to the HDDC, and shall become familiar with any existing emergency page-out telemetry service currently in use by DEPARTMENT for the HDDC.

- R. PRODUCTIVE HOURLY RATE** - 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 administrative cost, noted in Section VI.B, 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.

## **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 DEPARTMENT.
- B. ASSIGNABILITY** – Without prior written consent of DEPARTMENT, this MOU is not assignable by CSA 70 either in whole or in part except as noted in Sections I.C., “Emergency” and I.M., “Preventive/Corrective Maintenance” above.
- C. SUBCONTRACTING** – CSA 70 shall inform the DEPARTMENT of any subcontracting agreements for work contemplated under this MOU. All subcontractors shall be subject to the same terms and conditions as CSA 70.
- D. 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.
- E. PRIMARY CONTACT** – CSA 70 shall designate an individual to serve as the primary point of contact. CSA 70 or its designee must respond to DEPARTMENT’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 DEPARTMENT within two (2) working days, in writing, and by telephone.
- F. RELEASE OF INFORMATION** – No news releases, advertisements, public announcements, or photographs arising out of this MOU or CSA 70’s relationship with DEPARTMENT may be made or used without prior written approval from DEPARTMENT, with the exception of the performance of those duties required to maintain adequate records or regulatory reporting requirements.
- G. 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. DEPARTMENT staff shall have the right, upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- H. RIGHT TO MONITOR AND AUDIT** – DEPARTMENT 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 DEPARTMENT in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by DEPARTMENT, EHS, SWRCB, Mohave Water Agency Watermaster, California Department of Public Health, and the Environmental Protection Agency.
- I. DEFAULT/REMEDIES** – In the event that DEPARTMENT determines that CSA 70’s performance of its duties or other terms of this MOU are deficient in any manner, DEPARTMENT shall notify CSA 70 of such deficiency in writing within ten (10) days thereafter. CSA 70 shall remedy any deficiency within ten (10) days of such notification, or DEPARTMENT, at its option, may terminate this MOU upon written notice as noted in Section II.K.b. “Termination Process” below, 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 made available to DEPARTMENT representatives upon request. Record retention will be in compliance with all county, state and federal requirements.

**K. TERMINATION**

a. General Obligations

Upon termination of this MOU, CSA 70 shall assist with the complete transition of services from CSA 70 to DEPARTMENT, or to any replacement provider designated by DEPARTMENT, with minimal interruption of or adverse impact on the services. CSA 70 shall fully cooperate with DEPARTMENT and any new service provider and promptly take steps required to effectuate the termination of service, including, but not limited to providing all requested information, required to assist DEPARTMENT in completing the transition. CSA 70 shall relinquish responsibility for all regulatory obligations to new service provider upon notice of termination from DEPARTMENT. CSA 70 shall provide all information regarding the services or as otherwise needed for Termination, including data conversion, files, interface specifications, and related professional services.

CSA 70 shall provide for the prompt and orderly conclusion of all work, as DEPARTMENT may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to DEPARTMENT or DEPARTMENT designee. All services related to Termination shall be performed by CSA 70 at no additional cost to DEPARTMENT beyond what DEPARTMENT would pay for the services absent the performance of the Termination services. CSA 70's obligation to provide the services shall not cease until the Termination is satisfactory to DEPARTMENT, including all obligations of CSA 70 provided for in this Paragraph.

b. Termination Process

This MOU may be terminated without cause upon sixty days written notice by either party. The Director of DEPARTMENT is authorized to exercise DEPARTMENT's rights with respect to any termination of this MOU. CSA 70's Director is authorized to terminate this MOU on behalf of CSA 70.

CSA 70 shall only be reimbursed for costs and un-cancellable obligations incurred prior to the date of termination. CSA 70 shall not be reimbursed for costs incurred after the date of termination.

If, during the term of this MOU, DEPARTMENT's funds appropriated for the purposes of this MOU are reduced or eliminated, DEPARTMENT may immediately terminate this MOU upon written notice to CSA 70.

DEPARTMENT shall pay CSA 70 for termination services to include, but not limited to: San Bernardino County Board of Supervisors approved staff Productive Hourly Rate, vehicle/equipment rates, all materials at cost, plus administrative costs as noted in Section VI.B.

c. Specific Obligations

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

i. Interruption or Adverse Impact

CSA 70 within its control and scope of responsibilities shall cooperate with DEPARTMENT and DEPARTMENT'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 DEPARTMENT's activities.

ii. Return, Transfer and Removal of Assets

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

iii. Delivery of Documentation

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

### III. SHERIFF'S DEPARTMENT RESPONSIBILITIES

**A. RECORDS** - DEPARTMENT shall provide CSA 70 any and all reports, plans, as built drawings, blueprints, maps, operations and maintenance manuals, equipment specifications, or other documentation and data regarding the conditions, configuration, and construction of the HDDC Water Distribution System and Water Treatment System.

**B. MAINTENANCE OF GROUNDS** – DEPARTMENT staff or assignee shall perform all required housekeeping in order to maintain the HDDC SYSTEMS, system buildings/facilities in reasonable working condition.

**C. UTILITY COSTS** - DEPARTMENT shall be responsible for utility costs to run the HDDC SYSTEMS.

### IV. INDEMNIFICATION

CSA 70 agrees to indemnify, defend (with counsel reasonably approved by the DEPARTMENT) and hold harmless the DEPARTMENT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract resulting from the negligent acts, errors or omissions of any person and for any costs or expenses incurred by the DEPARTMENT on account of any claim therefor except where such indemnification is prohibited by law.

The DEPARTMENT agrees to indemnify, defend (with counsel reasonably approved by the CSA 70) and hold harmless the 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 contract resulting from the negligent acts, errors or omissions of the DEPARTMENT, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by the CSA 70 on account of any claim therefor except where such indemnification is prohibited by law.

In the event that the CSA 70 and/or the DEPARTMENT are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the DEPARTMENT and/or the 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

The amount of reimbursement under this MOU is not to exceed a total of **\$2,878,406**.

Fiscal Year	Staff/Equipment	Regulatory Compliance	Preventive/Corrective Maintenance	Replacement Water	Buy-In Program	Estimated Annual Cost
2023-24	\$298,113	\$10,609	\$111,395	\$117,336	\$5,000	\$542,453
2024-25	\$307,056	\$10,927	\$114,736	\$120,856	\$5,000	\$558,575
2025-26	\$316,268	\$11,255	\$118,178	\$124,481	\$5,000	\$575,182
2026-27	\$325,756	\$11,593	\$121,724	\$128,216	\$5,000	\$592,289
2027-28	\$335,529	\$11,941	\$125,375	\$132,062	\$5,000	\$609,907
<b>Totals</b>	<b>\$1,582,722</b>	<b>\$56,325</b>	<b>\$591,408</b>	<b>\$622,951</b>	<b>\$25,000</b>	<b>\$2,878,406</b>

- A. Total reimbursement for the operation, maintenance, and management of the HDDC includes the administrative costs 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 monthly basis, in arrears, for actual costs incurred to perform operations, maintenance, and management duties at the HDDC as described in this MOU. An administrative cost (currently at 33.58 percent and subject to change) 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 days. Invoices submitted by CSA 70 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, 2023 and expires on June 30, 2028, but may be terminated earlier in accordance with provisions of Section II.K of this MOU. This MOU may be extended for three one-year increments through amendment by mutual agreement of the Parties and approval by the Board of Supervisors acting on behalf of each party.

## **VIII. 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.

## **IX. 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:

**COUNTY SERVICE AREA 70**  
**DEPARTMENT OF PUBLIC WORKS – SPECIAL DISTRICTS**

Attention: Brendon Biggs, Director  
222 W. Hospitality Lane, Second Floor  
San Bernardino, CA 92415-0450

**SAN BERNADINO COUNTY SHERIFF'S DEPARTMENT**

Attention: Bureau of Administration – Contracts Unit  
655 East Third Street  
San Bernardino, CA 92415-0061

Notice shall be deemed to have been given upon receipt of the personally served notice or three days after deposit in the United States mail as described above. 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 persons are as follows, until otherwise amended in writing:

**COUNTY SERVICE AREA 70  
DEPARTMENT OF PUBLIC WORKS – SPECIAL DISTRICTS**

Steve Samaras, Division Manager  
Tel. (760) 962-1515

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

Kelly Welty, Chief Deputy Director  
Tel. (909) 387-0640

**X. CONCLUSION**

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

SAN BERNARDINO COUNTY SHERIFF'S  
DEPARTMENT

►  
\_\_\_\_\_  
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  
San Bernardino County

By \_\_\_\_\_  
Deputy

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  
San Bernardino County

By \_\_\_\_\_  
Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Aaron Gest, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
David Doublet, Assistant Director

Date \_\_\_\_\_