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

SAN BERNARDINO COUNTY

Contract Number
23-444

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director
Telephone Number	(909) 387-0640
Contractor	County Service Area 70
Contractor Representative	Steve Samaras, Division Manager
Telephone Number	(760) 962-1515
Contract Term	7/1/2023 – 6/30/2028
Original Contract Amount	$133,981
Amendment Amount	
Total Contract Amount	$133,981
Cost Center	1056501378

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, the SAN BERNARDINO COUNTY through the SHERIFF/CORONER/PUBLIC ADMINISTRATOR (DEPARTMENT) owns and operates the GLEN HELEN REHABILITATION CENTER (REHABILITATION CENTER) which includes a wastewater collection system located at 18000 Institution Rd, Devore, CA 92407; and

WHEREAS, COUNTY SERVICE AREA 70 (CSA 70) promotes safe and healthy communities by ensuring that the safety of wastewater conveyance, meets State and County health code requirements, and provides Wastewater Collection System Operations, Maintenance and Management Services; and

WHEREAS, DEPARTMENT has a wastewater infrastructure system (SYSTEM) that includes a wastewater collection system and related system appurtenances at the REHABILITATION CENTER located in the San Bernardino County which requires certified operators to operate; and

WHEREAS, CSA 70 has sufficient available staff with appropriate certifications in wastewater collections with extensive experience in the operation, maintenance, and management of wastewater collection and wastewater treatment 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 REHABILITATION CENTER SYSTEM 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 REHABILITATION CENTER SYSTEM, 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 REHABILITATION CENTER SYSTEM operation and maintenance. All CSA 70 employees assigned to operate and maintain the REHABILITATION CENTER SYSTEM will analyze and troubleshoot wastewater collection 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 REHABILITATION CENTER. 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 REHABILITATION CENTER 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), California State Water Resources Control Board (SWRCB), and Environmental Protection Agency (EPA) as required by the regulatory requirements governing the REHABILITATION CENTER SYSTEM.

CSA 70 shall ensure compliance with all permits and regulatory requirements of the REHABILITATION CENTER SYSTEM within their current design and operational capabilities. CSA 70 shall procure and/or maintain required REHABILITATION CENTER SYSTEM permits, licenses, and/or certifications. In the event that the REHABILITATION CENTER SYSTEM 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 REHABILITATION CENTER SYSTEM are based on requirements that include, but not limited to Original Equipment Manufacturer (OEM) specifications and requirements, EHS, SWRCB, Environmental Protection Agency, and other federal, state and/or local government agencies with jurisdiction over REHABILITATION CENTER SYSTEM. Should local state and/or federal regulatory agencies revise DEPARTMENT's current permit requirements for the wastewater collection system at the REHABILITATION CENTER SYSTEM, DEPARTMENT shall be responsible for any increased costs to CSA 70.

CSA 70 shall inspect and maintain REHABILITATION CENTER SYSTEM logs in compliance with regulatory agency standards and requirements.

CSA 70 shall operate and maintain the REHABILITATION CENTER SYSTEM in accordance with OEM specifications and standards.

CSA 70 shall be responsible for wastewater system operations and maintenance as follows:

Wastewater Collection Systems: staff shall maintain, per regulatory specification as defined by the SWRCB, all wastewater collection systems with pipelines greater than or equal to four inches (4") in diameter, including but not limited to: sewer pipelines, manhole structures, pumps, motors, bar racks, bypass weirs, catch basins, valves, check valves, cleanouts, chemical feed systems, dry/wet wells, flap gates, flow meters, grit collectors, electrical controls, air/vacuum relief valves, and associated wastewater collection system appurtenances.

1. CSA 70 shall provide routine inspection of the REHABILITION CENTER SYSTEM (4-inch diameter pipes and larger).
2. CSA 70 shall provide routine inspection of manholes and clean outs in the REHABILITION CENTER SYSTEM.
3. CSA 70 shall clean and inspect twenty-five (25) percent of the sewer lines annually at the REHABILITION CENTER.
4. CSA 70 shall provide routine cleaning of twenty-five (25) percent of the manholes annually at the REHABILITION CENTER.
5. CSA 70 shall monitor and record the daily wastewater flow totals and shall provide the necessary communications and completed reports to DEPARTMENT as required by the regulatory requirements governing the REHABILITION CENTER SYSTEM.
6. CSA 70 staff shall test and monitor all SCADA equipment, alarms and notification 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 $10,000 shall be covered as part of the contingency allowance for Preventive/Corrective Maintenance. CSA 70 shall notify the DEPARTMENT of all emergency repair costs that exceed $5,000 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 $10,000 or any failure or problems associated with the REHABILITATION CENTER SYSTEM 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 operation and maintenance tasks performed at the REHABILITATION CENTER SYSTEM.

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 REHABILITATION CENTER SYSTEM deficiencies in order to maintain the REHABILITATION CENTER SYSTEM in a safe and economical manner in compliance with regulatory requirements. CSA 70 shall provide advanced notification of scheduled shut downs or service interruptions.

L. **SAMPLES** - CSA 70 shall collect any required samples for regulatory compliance and transport them to a State of California Environmental Laboratory Accredited Program (ELAP) certified laboratory for analysis. CSA 70 may also collect representative samples and perform necessary analysis for the implementation of process control measures as required.

M. **PREVENTIVE/CORRECTIVE MAINTENANCE** - CSA 70 shall perform SYSTEM 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 wastewater 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 permit and regulatory report costs have been included in the operations, maintenance and management service costs. DEPARTMENT shall reimburse CSA 70 for all permit costs additional to, or that exceed, this amount.

Q. **PAGERS** - CSA 70 shall provide pagers to its employees assigned to the REHABILITATION CENTER SYSTEM, and shall become familiar with any existing emergency page-out telemetry service currently in use by DEPARTMENT for the REHABILITATION CENTER SYSTEM.

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 indirect administrative cost, noted in Section VI.B. 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, 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. <u>General Obligations</u>

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: County of San Bernardino, Board of Supervisors approved staff Productive Hourly Rate, vehicle/equipment rates, all materials at cost, plus indirect administrative costs.

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 REHABILITATION CENTER Wastewater Collection System.

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

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 **$133,981.**

Fiscal Year	Staff/Equipment	Regulatory Compliance	Preventive/Corrective	Buy-In Program	Estimated Annual Cost
2023-24	$11,036	$1,545	$10,300	$2,500	$25,381
2024-25	$11,368	$1,591	$10,609	$2,500	$26,068
2025-26	$11,709	$1,639	$10,927	$2,500	$26,775
2026-27	$12,060	$1,688	$11,255	$2,500	$27,503
2027-28	$12,422	$1,739	$11,593	$2,500	$28,254
Totals	**$58,595**	**$8,202**	**$54,684**	**$12,500**	**$133,981**

A. Total reimbursement for the operation, maintenance, and management of the REHABILITATION CENTER SYSTEM includes the indirect 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, indirect 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 REHABILITATION CENTER as described in this MOU. An indirect 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 BERNARDINO 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

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 2 3 2023

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

Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 2 3 2023

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	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	► David R. Doublet
Aaron Gest, Deputy County Counsel		David Doublet, Assistant Director
Date May 11, 2023	Date	Date May 15, 2023