



**Contract Number**

18-59 A-1

**SAP Number**

N/A

**Sheriff/Coroner/Public Administrator**

**Department Contract Representative**  
**Telephone Number**

John Ades, Captain  
(909) 387-0640

**Contractor**

Superior Court of California, County  
of San Bernardino

**Contractor Representative**

Nancy CS Eberhardt, Court  
Executive Officer

**Telephone Number**

(909) 708-8767

**Contract Term**

01/01/2018 to 12/31/2021

**Original Contract Amount**

\$30,031

**Amendment Amount**

\$18,808

**Total Contract Amount**

\$48,839

**Cost Center**

4430001000

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT No. 1**

Agreement No. 18-59 for the San Bernardino County Sheriff/Coroner/Public Administrator (SHERIFF) Department to provide Court Security Services at the Big Bear courthouse under the Memorandum of Understanding (MOU) between the Superior Court of California, County of San Bernardino (COURT) and the County of San Bernardino (COUNTY), hereinafter referred to individually as a "party" or collectively as "parties", is hereby amended effective July 1, 2020 as follow:

1. By deleting section 1. Term and Duration in its entirety and replacing it with the following:

**1. Term and Termination**

- 1.1. The effective date of this MOU is January 1, 2018.
- 1.2. As provided in Government Code section 69926(f), this MOU will remain in effect; to the extent consistent with applicable law, until December 31, 2021 or the parties enter into a new MOU, whichever is earlier.
- 1.3. The COURT and the SHERIFF each reserve the right to terminate the MOU, for any reason, with a thirty (30) day written notice of termination to the other party. Upon such termination, payment will be made to the SHERIFF for services rendered and expenses reasonably incurred prior to the effective date

of termination. Upon receipt of termination notice SHERIFF shall promptly discontinue services unless the notice directs otherwise.

2. By deleting the Attachment A – Sheriff's Court Security Cost – Big Bear Courthouse, referenced in the MOU's sections 3.4; 5.1; and 7.8; in its entirety and replacing it with the "Attachment A – Sheriff's Court Security Cost – Big Bear Courthouse" attached hereto and incorporated by reference.
3. By adding section 7.15 to the MOU as follow:  
**7.15** If applicable, due to and for the duration of the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this and any subsequent amendments to the MOU. Such signatures 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.

Except as amended all other terms and conditions of this contract and MOU remain as stated therein.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, 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  
of the County of San Bernardino

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

Superior Court of California, County of San  
Bernardino

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Nancy CS Eberhardt

(Print or type name of person signing contract)

Title Court Executive Officer

(Print or Type)

Dated: \_\_\_\_\_

Address 247 West Third Street, 11<sup>th</sup> floor

San Bernardino, CA 92415-0302

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Richard D. Luczak, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

John Ades, Captain

Date \_\_\_\_\_

**ATTACHMENT A**

**SHERIFF'S COURT SECURITY COSTS**

**BIG BEAR COURT HOUSE**

**FISCAL YEARS: 2017-18; 2018-19; 2019-20; 2020-21 and 2021-22**

**Grant Agreement No. 1034102**

**STAFFING SALARIES AND BENEFITS**

<b><u>Position Title</u></b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
	<b>12 Wks</b>	<b>24 Wks</b>	<b>24 Wks</b>	<b>24 Wks</b>	<b>12 Wks</b>
		<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>
Deputy/Court Room Security* (5 hrs/wk)	\$ 5,327.20	\$ 11,187.13	\$ 11,746.49	\$ 12,343.09	\$ 6,465.23
	\$88.79 / Hour	\$93.23 / Hour	\$97.89 / Hour	\$102.86 / Hour	\$107.75 / Hour

\*

FY2017-18= 1 Deputy Sheriff 5 Hrs x 12 weeks (Jan-Jun 2018)

FY2018-19= 1 Deputy Sheriff 5 Hrs x 24 weeks

FY2019-20= 1 Deputy Sheriff 5 Hrs x 24 weeks

FY2020-21= 1 Deputy Sheriff 5 Hrs x 24 weeks

FY2021-22= 1 Deputy Sheriff 5 Hrs x 12 Weeks (July-Dec 2021)

**OTHER COSTS**

RADIOS (HTs) \$1,409 per Deputy working at Court.

TASERS: \$336 per Deputy working at Court.

LAPEL MICROPHONE AND EARMOLDS: \$62.50 per Deputy working at Court.

VEHICLES: Actual mileage when used for Court Security, reimburse at then current IRS rate.