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



Contract Number 22-390 A-2

**SAP Number** 

## San Bernardino County Fire Protection District

Department Contract Representative Telephone Number

Dan Munsey 387-5779

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

City of Upland Michael Blay 909- 931-4106 May 24, 2022 through June 30, 2030

## IT IS HEREBY AGREED AS FOLLOWS:

Pursuant to Section 10 of Agreement No. 22-390 between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, hereinafter called "SBCFPD," and the CITY OF UPLAND, hereinafter called "CITY." CITY and SBCFPD agree to amend the MOU as follows:

- 1. Section 2 is deleted in its entirety and replaced with the following:
  - "2. CITY shall compensate SBCFPD at the rates set forth below:

## RATES FROM JULY 1, 2025, THROUGH JUNE 30, 2026

Personnel	Hourly Rate	
Captain	\$84.81	
Engineer	\$69.18	
Firefighter Paramedic	\$61.53	
Firefighter EMT	\$54.99	

Equipment	Hourly Fee	
Brush Patrol	\$94.92	
Engine Type I or II	\$214.52	
Engine Type III	\$187.19	
Water Tender	\$140.94	

NOTE: Equipment Standby Fees will be billed at 50% of the fee listed above.

A. The rates listed above will be from the period of July 1, 2025, through June 30, 2026."

- Section 7 is deleted in its entirety and replaced with the following:
  - "7. The term of this Agreement shall be from May 24, 2022, through June 30, 2030, unless terminated by either party at any time with or without cause upon thirty (30) days written notice to the other party. The SBCFPD's Fire Chief/Fire Warden shall have the right to exercise SBCFPD's authority under this Agreement, including the right to give notice of termination on behalf of SBCFPD at his/her sole discretion. The City Manager for CITY shall have the right to exercise CITY's authority under this Agreement including the right to give notice of termination on behalf of CITY at his/her sole discretion."
- 3. The address for SBCFPD in Section 17 is deleted and replaced with the following:

"San Bernardino County Fire Protection District Attn: Fire Chief/Fire Warden 598 S. Tippecanoe Avenue, 2nd Floor San Bernardino, CA 92415"

All other terms of Agreement No. 22-390 shall remain in full force and effect.

This Amendment No. 2 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

IN WITNESS WHEREOF, Amendment No. 2 has been executed and approved and is effective and operative as to each of the parties are herein provided.

SAN BERNARDINO COUNTY FIRE PRODISTRICT		type name of corporation, company, contractor, etc.)  Authorized signature - sign in blue ink)
Dawn Rowe, Chair, Board of Directors	C	Adminized dignature - sign in blue imy
Dated: MAY 2 0 2025 SIGNED AND CERTIFIED THAT A COP	Name Y OF THIS	(Print or type name of person signing contract)
DOCUMENT AS BEEN DELIVERED TO	THE	
CHAIR OF HE BOARDO	Title	CITY MANAGEL
By Deputy	Dated:	(Print or Type)  5.5.25  YEO N. EUCLIB AUG  UPLAND CA 91786
FOR COUNTY USE ONLY Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Rick Luczak, Deputy County Counsel	<u> </u>	
Date 5/13/2020	Date	Date