

Contract Number

20-595 A-2

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey **Telephone Number** (909) 387-5779 Contractor Colorado River Indian Tribes Contractor Representative **Telephone Number Contract Term** July 14, 2020, to June 30, 2030 **Original Contract Amount** \$250,000 \$250,000 **Amendment Amount** \$500.000 **Total Contract Amount Cost Center Grant Number (if applicable)**

IT IS HEREBY AGREED AS FOLLOWS:

Pursuant to Section 5 of Agreement No. 20-595 between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, hereinafter called "SBCFPD," and COLORADO RIVER INDIAN TRIBES, hereinafter called "CRIT." CRIT and SBCFPD agree to amend the Agreement as follows:

- 1. Section 2 is deleted and replaced with the following:
 - "2. <u>TERM AND TERMINATION</u>: This Agreement shall become effective July 14, 2020, and shall continue in effect until June 30, 2030, unless a) terminated by either party by giving the other party 365 days written notice of the party's intent to terminate this Agreement; or b) terminated pursuant to Paragraph 4 of this Agreement."
- 2. The address for SBCFPD in Section 3 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"

- 3. Section 4 is deleted in its entirety and replaced with the following:
 - "4. <u>PAYMENT</u>: SBCFPD shall pay the lump sum amount of \$50,000 for each fiscal year of fire protection and BLS service provided by CRIT during the term of this Agreement. Such payment by SBCFPD to CRIT shall be made semi-annually on or before August 31st and January 31st of

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each year. CRIT may give notice to SBCFPD by February 1st of each fiscal year of increased costs incurred by CRIT in providing the services pursuant to this Agreement, and this Agreement may be amended by authorized parties of both SBCFPD and CRIT to reflect the increased costs to CRIT, with any such amendment to be effective the date upon approval by both parties. SBCFPD shall have the option to terminate this Agreement if the parties cannot agree on the amount of additional costs proposed by CRIT.

A. The total compensation under this Agreement shall be the following:

Fiscal Year	Annual Amount
2025-26	\$50,000
2026-27	\$50,000
2027-28	\$50,000
2028-29	\$50,000
2029-30	\$50,000
Total	\$250,000

B. CRIT shall accept all payments from SBCFPD via electronic funds transfer (EFT) directly deposited into CRIT's designated checking or other bank account. CRIT shall promptly comply with directions and accurately complete forms provided by SBCFPD required to process EFT payments."

All other terms of Agreement No. 20-595 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 PROTECTION DISTRICT		COLORADO RIVER INDIAN TRIBES (Print or type name of corporation, company, contractor, etc.)	
Dawn Rowe, Chair, Board of Directors		-	(Authorized signature - sign in blue ink)
Dated:		Name	
SIGNED AND CERTIFIED THAT A COPY OF THIS			(Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD		Title	
Lynna Monell, Secretary			(Print or Type)
By		Dated:	
Deputy			
		Address	
FOR COUNTY USE ONLY			
Approved as to Legal Form	Reviewed for Contract Compliance		Reviewed/Approved by Department
•			
Richard Luczak, Deputy County Counsel	- -		
Date	Date		Date