



Contract Number

20-314 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey

387-5779

Contractor

County of San Bernardino, Department
of Public Works, Solid Waste
Management Division

Contractor Representative
Telephone Number

Noel Castillo, Director

909- 387-7906

Contract Term

July 1, 2020 through June 30, 2030

Original Contract Amount

\$1,370,000

Amendment Amount

Total Contract Amount

\$2,740,000

Cost Center

107160241912

Grant Number (if applicable)

IT IS HEREBY AGREED AS FOLLOWS:

Pursuant to Section 21 of Agreement No. 20-314 between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, hereinafter called "SBCFPD," and San Bernardino County, Department of Public Works - Solid Waste Management Division, hereinafter called "County or SWMD." SWMD and SBCFPD agree to amend the Agreement as follows:

1. Section 3 is deleted in its entirety and replaced with the following:

"3. TERM

This contract is effective from July 1, 2020, through June 30, 2030. The termination date referenced in this paragraph may be extended by approval of both Parties pursuant to paragraph 21, entitled "AMENDMENTS: VARIATIONS."

2. Section 4 is deleted in its entirety and replaced with the following:

"4. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, COUNTY shall provide SBCFPD the following:

- A. Compensation, through SWMD's Operations Fund Franchise Fees, in the amount of:

Fiscal Year	Annual Amount
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2025-26	\$274,000
2026-27	\$274,000
2027-28	\$274,000
2028-29	\$274,000
2029-30	\$274,000
Total	\$1,370,000

For each fiscal year identified in this subsection, SBCFPD shall request in writing County payment of the funds described herein, and County shall provide said funds to SBCFPD within 60 days of the written request.

- B. The portion of the gate fee attributable to the per vehicle charge (currently \$.80 per vehicle) specified at County Code section §16.0222(h)(1)(A) and SBCFPD's fee schedule at Section L.(3). SWMD shall forward said funds to SBCFPD on a monthly basis, the first payment commencing on July 15, 2025, and each month thereafter.

The compensation described in this section shall constitute full and complete compensation to SBCFPD under this Contract."

3. The address for SBCFPD in Section 23 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. 20-314 shall remain in full force and effect.

This Amendment No. 1 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. 1 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

► _____
Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

SAN BERNARDINO COUNTY

► _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Clerk

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Rick Luczak, Deputy County Counsel	► _____	► _____
Date _____	Date _____	Date _____