

Contract Number

21-389 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Jose Rodriguez
Telephone Number	(909) 382-5401
Contractor	City of Highland
Contractor Representative	Melissa Morgan
Telephone Number	(909) 864-6861, x230
Contract Term	July 1, 2021 through June 30, 2027
Original Contract Amount	\$48,875.56 per year
Amendment Amount	
Total Contract Amount	\$310,990.73
Cost Center	

Pursuant to Section 19 of Agreement 21-389 (Agreement), Agreement between San Bernardino County Fire Protection District (District) and the City of Highland (City), District and City agree to amend the Agreement as follows:

1. Section 5 is amended to read as follows:
 5. The District shall continue to operate a comprehensive Household Hazardous Waste Program (Program) for the safe collection, recycling, treatment and disposal of household hazardous waste, including universal waste, Home-generated Sharps (HGS), and pharmaceutical waste excluding controlled substances. The District program shall be based on a Central Processing Facility and a regional network of collection centers sited so as to provide safe, convenient service to the public in a cost-effective manner.
2. Section 7 is amended to read as follows:
 7. The District shall compile and provide to the California Department of Resources Recycling and Recovery (CalRecycle), the Department of Toxic Substances Control, and the Certified Unified Program Agency, the City's Annual Form 303 Report. The report will be provided at no additional cost to the City.
3. Section 9 is amended to read as follows:
 9. The District shall charge any business that disposes of household hazardous waste the actual cost of disposal as indicated in the District's fee ordinance. For cities or community services districts that operate their own household hazardous waste collection facility, if business waste is accepted at any satellite facility, the City or community services district will be responsible for the disposal cost of the business waste.

4. Section 11 is amended to read as follows:

11. In consideration for the services provided, City shall pay the following amount not to exceed \$310,990.73.

Fiscal Year	Annual Amount	Amount per quarter
2021/2022	\$48,875.56	\$12,218.89
2022/2023	\$48,875.56	\$12,218.89
2023/2024	\$50,464.02	\$12,616.00
2024/2025	\$52,230.26	\$13,057.57
2025/2026	\$54,188.89	\$13,547.22
2026/2027	\$56,356.44	\$14,089.11

Payments will be due on July 15, October 15, January 15, and April 15 of each year through the term of the contract.

5. Section 12 is amended to read as follows:

12. This Agreement shall be effective July 1, 2021 and shall remain in effect through June 30, 2027, but may be renewed for specified periods, unless, otherwise terminated or amended.

All other terms of Agreement 21-389 shall remain in full force and effect.

This Agreement 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

This Amendment No. 1 shall take effect on the date it is signed by both parties.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be subscribed to by the Secretary thereof, and City has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

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
CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

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

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____