

AMENDMENT NO. 1 TO TOLLING AGREEMENT

This Amendment No. 1 to the Tolling Agreement, dated August 8, 2023 (“Tolling Agreement”), is made as of the “Effective Date” defined herein by and between the Fontana Fire Protection District (“District”) and San Bernardino County Fire Protection District (“SBCFPD”). Fontana and SBCFPD may be referred to collectively as “Parties” and individually as “Party.”

RECITALS

A. The Parties entered into a Fire Protection and Emergency Medical Services Agreement effective July 1, 2018 (Contract No. 18-357), in which SBCFPD agreed to provide District with certain fire protection and emergency medical services. The Agreement has been amended by those certain Amendments No. 1 through No. 8, which together with the Agreement is referred to herein as the “Contract”.

B. A dispute has arisen between the Parties with regards to certain pension costs which are included in the calculation of the annual fee that is payable by District to SBCFPD pursuant to the Contract (“Dispute”).

C. The Parties entered into the Tolling Agreement, Contract No. 23-885, in August of 2023, to toll the time the Parties would have to bring an action regarding the Dispute pursuant to the terms of the Contract. The automatic termination date of the Tolling Agreement is June 30, 2024, unless renewed by the Parties.

D. The Parties desire to enter into this Amendment No. 1 to the Tolling Agreement to extend the automatic termination date of the Tolling Agreement by an additional 92 days, such that notwithstanding the maximum period imposed by California Code of Civil Procedure section 360.5, the Parties agree that the Tolling Agreement and the Tolling Period shall automatically terminate on September 30, 2024 (“Effective Termination”) unless renewed in writing signed by both Parties.

E. By entering into the Tolling Agreement and this Amendment No. 1, the Parties do not admit to the veracity or merit of any disputes, allegations, claims, causes of actions, rights, damages, or losses arising out of or in connection with the Dispute.

TERMS

The Parties, incorporating the above recitals as part of this Amendment No. 1 to the Tolling Agreement and in consideration of the mutual promises and obligations as contained herein, agree as follows:

1. Section 2 of the Tolling Agreement is deleted and replaced with a new Section 2, which shall read as follows:

2. This Tolling Agreement is intended to satisfy California Code of Civil Procedure section 360.5 and any other provision of law necessary to extend any statute of limitations or statute of repose. Notwithstanding the maximum period imposed by California Code of Civil Procedure section 360.5, the Parties agree that this Tolling Agreement and the Tolling Period shall automatically terminate on

September 30, 2024 (“Effective Termination”) unless renewed in writing signed by both Parties.

3. All other terms and conditions of the Tolling Agreement shall remain the same.

4. This Amendment No. 1 to the Tolling 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF or other mail 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 No. 1 upon request.

5. By signing this Amendment No. 1 to the Tolling Agreement, each party warrants and acknowledges that the party has read this Amendment No. 1 to the Tolling Agreement, understands it, and has the legal authority to sign for the party represented by his or her signature.

6. This Amendment No. 1 to the Tolling Agreement shall take effect (“Effective Date”) on the date it is approved by authorized representatives of both Parties.

signature page follows

*Signature Page to Amendment No. 1 to the Tolling Agreement Between
Fontana Fire Protection District and San Bernardino County Fire
Protection District*

FONTANA FIRE PROTECTION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Ruben Duran, Partner
Best Best & Krieger LLP

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

By: _____
Name: Dawn Rowe, Chair
Title: Board of Directors
Date: _____

Approved as to form:

By: _____
