



Contract Number

10-805 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Monica Ronchetti
Telephone Number	909-386-8418
Contractor	City of Highland
Contractor Representative	Lawrence A. Mainez
Telephone Number	909.864.6861 ext. 215
Contract Term	September 1, 2010, to June 30, 2031
Original Contract Amount	\$34,210 (Annual Amount)
Amendment Amount	
Total Contract Amount	\$34,210 (Annual Amount)
Cost Center	1062022410
Grant Number (if applicable)	

AGREEMENT BETWEEN SAN BERNARDINO COUNTY, SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, AND THE CITY OF HIGHLAND RELATED TO THE FIRE HAZARD ABATEMENT PROGRAM

WHEREAS, on August 24, 2010 (Item No. 46), the Board of Supervisors for the County for the San Bernardino County, through its Land Use Services Department (County), approved Agreement No. 10-805 (Agreement) with the City of Highland (City) related to the Fire Hazard Abatement (FHA) Program; and

WHEREAS, San Bernardino County Fire Protection District (SBCFPD) and the County have entered into an agreement to authorize SBCFPD to assume administration of the FHA Program; and

WHEREAS, the County hereby assigns the FHA Agreement with City to SBCFPD, and SBCFPD accepts the assignment, and upon assignment, all references to County in the Agreement shall be deemed to refer to SBCFPD; and

WHEREAS, City consents to the assignment of the Agreement to SBCFPD; and

WHEREAS, City and SBCFPD mutually desire to extend the term of the Agreement through June 30, 2031; and

NOW, THEREFORE, in consideration of the above, County, SBCFPD, and the City agree to amend the Agreement as follows:

1. Section IX. of the Agreement is DELETED in its entirety and REPLACED with the following:

IX. RECIPROCAL/MUTUAL INDEMNITY – HOLD HARMLESS

The CITY agrees to defend, indemnify, protect and hold harmless the COUNTY, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney's fees and expert witness fees, or liability of any kind or nature which the COUNTY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of CITY's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

The COUNTY agrees to defend, indemnify, protect and hold harmless the CITY, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney's fees and expert witness fees, or liability of any kind or nature which the CITY, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of COUNTY's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

2. Section XVI. of the Agreement is DELETED in its entirety and REPLACED with the following:

XVI. TERM AND TERMINATION

Unless this Agreement is terminated early, the term of this Agreement is from September 1, 2010, through June 30, 2031.

Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 60 days prior written notice to the other party.

3. The address for the County in Section XVII. is DELETED and REPLACED with the following:

San Bernardino County Fire Protection District
Attn: Fire Marshal
598 S. Tippecanoe Avenue, 1st Floor
San Bernardino, CA 92415

4. Novation. The County hereby novates and assigns to SBCFPD all of County's rights, title, and interest and duties, liabilities, and obligations under the Agreement so as to substitute SBCFPD for County as a party to Agreement for all purposes as of the Effective Date of this amendment.
5. City hereby consents to the novation and assignment to SBCFPD.
6. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.

7. This assignment of the Agreement to SBCFPD and extension of the Agreement term shall be effective as of August 5, 2026.
8. All other terms of the Agreement shall remain in full force and effect.
9. 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 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.

[Signatures on next page.]

IN WITNESS WHEREOF, this agreement 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

City of Highland

(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 _____

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 of the Board of Supervisors
San Bernardino County

By _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Brett Davison, Deputy County Counsel

Date _____

Reviewed/Approved by Department

►

Date _____