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Contract Number
20-543 A-1

SAP Number

Kern County

Agt. # 338-2025

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey
387-5779

Contractor

Kern County Fire Department

Contractor Representative

Aaron Duncan

Telephone Number

661-391-7000

Contract Term

July 1, 2020, through June 30, 2030

Original Contract Amount

\$4,612,980

Amendment Amount

\$5,347,705

Total Contract Amount

Cost Center

Grant Number (if applicable)

AMENDMENT NUMBER ONE TO SAN BERNARDINO COUNTY AGREEMENT NO. 40-543 AND KERN COUNTY AGREEMENT NO. 512-2020 TITLED: AGREEMENT FOR FIRE PROTECTION BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND KERN COUNTY FIRE DEPARTMENT

JUN 24 2025

THIS AMENDMENT NO. 1 ("Amendment No. 1") is made and entered into on _____ ("Effective Date") by and between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, hereinafter called "SBCFPD," and the KERN COUNTY FIRE DEPARTMENT, hereinafter called "Kern County."

RECITALS

WHEREAS:

- A. SBCFD and Kern County entered into Kern County Agreement No. 512-2020, also documented as San Bernardino County Agreement No. 20-543, dated August 18 2020 (hereinafter the "Agreement"), for mutual aid fire protection services; and
- B. SBCFD and Kern County wish to amend the Agreement to include certain modifications as set forth in this Amendment No. 1, pursuant to Section 4 of the Agreement; and

C. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, IT IS HEREBY AGREED BY SBCFD AND KERN COUNTY AS FOLLOWS:

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

1. SERVICES PROVIDED

A. Kern County will provide coverage to the Designated Agreement Area of "Western San Bernardino County," as depicted in Exhibit "A," at a minimum service level equivalent to Type-2 Engines, as defined by FIRESCOPE, and from the following Stations:

1. Station 87, currently located at 26965 Cote Street, in Boron, CA.
2. Station 84, currently located at 139 East Las Flores, in Ridgecrest, CA;
3. Station 85, currently located at 26804 Butte Ave., in Randsburg, CA; and
4. Station 81, currently located at 815 West Dolphin Ave., in Ridgecrest, CA

B. Fire personnel assigned will be comparably equipped and trained as other like positions within the Kern County Fire Department.

C. Should, for any reason, Station 87 (Boron), Station 85 (Randsburg), and/or Station 84 (Ridgecrest) and Station 81 (Ridgecrest) be without coverage for two or more hours, Kern County Dispatch shall advise SBCFPD Dispatch. Once coverage is restored, Kern County Dispatch shall advise SBCFPD Dispatch.

D. Kern County shall, during the terms of this Agreement, furnish to the Designated Agreement Area, initial response resources in accordance with a detailed Annual Operating Plan developed by the respective agency representatives, attached hereto as "Exhibit B," and herein referred to as "Annual Operating Plan" (AOP).

E. Requests for additional resources shall be transmitted to SBCFPD, who shall retain Unified Ordering Point responsibility. Any additional resources provided by Kern County beyond those designated within the AOP, shall be requested and/or approved by SBCFPD.

F. Both Kern County and SBCFPD will provide communication plans hereto attached as "Exhibit C" of the AOP."

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

2. COMPENSATION: SBCFPD will compensate KERN COUNTY for the performance of duties under this Agreement as follows:

A. The total compensation under this Agreement shall increase three percent each fiscal year and shall be the following:

Fiscal Year	Annual Amount
2025-26	\$1,007,265
2026-27	\$1,037,483
2027-28	\$1,068,607
2028-29	\$1,100,665
2029-30	\$1,133,685
Total	\$5,347,705

B. Additional Kern County resources (beyond those designated within the AOP), as requested and/or approved by SBCFPD in accordance with Section 1 SERVICES PROVIDED herein,

shall be treated as "Assistance by Hire" resources reimbursed at California Fire Assistance Agreement (CFAA) rates. Reimbursement to Kern County for these additional resources shall be determined according to Kern County Fire Department annual billing rates on file with California Office of Emergency Services (CAL OES).

C. Billing for fire protection services provided by Kern County will be accomplished according to the following:

1. In consideration of the covenants contained herein, SBCFPD shall pay to Kern County the costs specified herein in Section 2.A, over the term of the Agreement. Kern County shall, within thirty days of the beginning of each calendar year quarter, invoice SBCFPD on a quarterly basis for one fourth of the fiscal year amount specified in this Agreement.
2. "Assistance by Hire" costs for additional resources requested by SBCFPD will also be determined using CFAA rates and added to each quarterly invoice.
3. Kern County will prepare an invoice detailing such costs. SBCFPD will process payment of the invoice within thirty (30) days of receipt.
4. Upon termination of this Agreement, Kern County shall promptly determine SBCFPD's unpaid costs for services provided hereunder and provide a final billing statement, which SBCFPD shall pay within thirty (30) days of receipt.

D. Kern County shall be responsible for all expenses attributable to normal wear and tear of Kern County equipment used in performing services for SBCFPD. Extraordinary repairs or replacement of equipment expenses incurred by Kern County and associated with emergency activity within SBCFPD shall be reimbursed by SBCFPD to Kern County as negotiated between the authorized representatives of the respective agencies."

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

"3. **TERM OF AGREEMENT:** The term of this Agreement shall be from July 1, 2020, through June 30, 2030, or cancelled by mutual agreement of the parties hereto or by written notice by one party to the other parties giving one year (365 days) notice of cancellation. Notice of cancellation shall be mailed to the following addresses:

Kern County Fire Department Aaron Duncan, Fire Chief 5642 Victor Street Bakersfield, CA 93308	San Bernardino County Fire Protection District Daniel R. Munsey, Fire Chief/Fire Warden 598 S. Tippecanoe Avenue, 2 nd Floor San Bernardino, CA 92415-0450"
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All other terms of the Agreement 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, this Amendment No. 1 has been executed and approved and is effective and operative as to each of the parties as herein provided.

APPROVED AS TO FORM
Office of County Counsel
Kern County

By: 

SAN BERNARDINO COUNTY FIRE PROTECTION
DISTRICT



Dawn Rowe, Chair, Board of Directors

Dated: AUG 05 2025

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

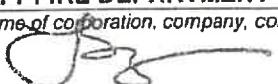
Lynna Moore, Secretary

By 



KERN COUNTY FIRE DEPARTMENT

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

By 

(Authorized signature - sign in blue ink)

LETICIA PEREZ

Name

(Print or type name of person signing contract)

Chair, Board of Supervisors,
County of Kern

Title

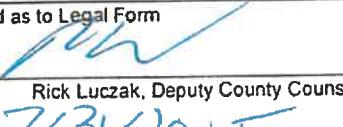
(Print or Type)

Dated: JUN 24 2025

Address

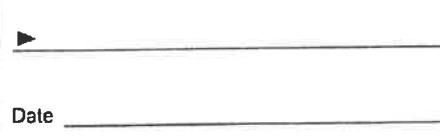
FOR COUNTY USE ONLY

Approved as to Legal Form

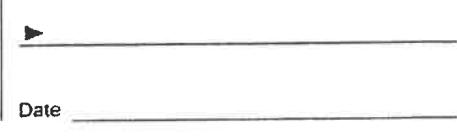

Rick Luczak, Deputy County Counsel

Date 7/31/2025

Reviewed for Contract Compliance


Date _____

Reviewed/Approved by Department


Date _____