



**Contract Number**

20-543 A-1

**SAP Number**

## San Bernardino County Fire Protection District

**Department Contract Representative**  
**Telephone Number**

Dan Munsey

387-5779

**Contractor**  
**Contractor Representative**  
**Telephone Number**  
**Contract Term**  
**Original Contract Amount**  
**Amendment Amount**  
**Total Contract Amount**  
**Cost Center**  
**Grant Number (if applicable)**

Kern County Fire Department

Aaron Duncan

661-391-7000

July 1, 2020, through June 30, 2030

\$4,612,980

\$5,347,705

### 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

**THIS AMENDMENT NO. 1** ("Amendment No. 1") is made and entered into on June 24, 2025 ("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<sup>nd</sup> Floor  
San Bernardino, CA 92415-0450"

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.

**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

**KERN COUNTY FIRE DEPARTMENT**

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name LETICIA PEREZ  
\_\_\_\_\_  
(Print or type name of person signing contract)

Title Chair, Board of Supervisors, County of Kern  
\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

\_\_\_\_\_  
Rick Luczak, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

►

\_\_\_\_\_  
Date \_\_\_\_\_