



**Contract Number**

22-399 A-2

**SAP Number**

## San Bernardino County Fire Protection District

<b>Department Contract Representative</b>	Dan Munsey, Fire Chief/Fire Warden
<b>Telephone Number</b>	(909) 387-5779
<b>Contractor</b>	San Bernardino County
<b>Contractor Representative</b>	Matthew Erickson
<b>Telephone Number</b>	(909) 387-5423
<b>Contract Term</b>	July 1, 2022, to June 30, 2027
<b>Original Contract Amount</b>	\$54,500,000
<b>Amendment Nos. 1 Amount</b>	\$1,200,000
<b>Amendment Nos. 2 Amount</b>	\$384,108
<b>Total Contract Amount</b>	\$56,084,108
<b>Cost Center</b>	1161161000
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING AGREEMENT NO. 22-399  
BETWEEN  
THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT  
AND  
SAN BERNARDINO COUNTY  
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, on June 14, 2022 (Item No. 110) the Board of Supervisors of San Bernardino County and the Board of Directors of the San Bernardino County Fire Protection District (Boards) approved Memorandum of Understanding No. 22-399 (the "MOU") to provide support to San Bernardino County Fire Protection District (DISTRICT) for the provision of fire protection and emergency medical services to San Bernardino County (COUNTY);

**WHEREAS**, on October 22, 2024 (Item No. 67) the Boards approved Amendment No. 1 to the MOU, increasing the total contract amount by \$1,200,000, from \$54,500,000 to \$55,700,000, for additional firefighting services, with no change to the term of July 1, 2022, through June 30, 2027;

**WHEREAS**, the DISTRICT and the COUNTY agree that the intent of the MOU is to maintain or enhance to the extent possible the current service levels to the citizens and businesses of the COUNTY;

**WHEREAS**, the DISTRICT and the COUNTY agree that the additional funding provided in this amendment to the MOU is to be used by the DISTRICT for the San Bernardino County Fire Hazard Abatement (FHA) Program as outlined in San Bernardino County Code Section 23.0301–23.0319 and that the primary function of the FHA Program is to reduce the risk of fires within communities by pro-actively establishing defensible space and reduction/removal of flammable materials on properties;

**WHEREAS**, the DISTRICT and the COUNTY agree to amend the MOU to increase the compensation amount by \$384,108 to the DISTRICT for providing FHA services; and

**WHEREAS**, this MOU is in addition to, and does not amend, terminate, or supersede any agreement between COUNTY and DISTRICT related to the “funding gap” associated with San Bernardino County Local Agency Formation Commission Order 3000, as this MOU has a different purpose.

**NOW THEREFORE**, effective as of July 1, 2026, the parties agree to amend the MOU as follows:

1. Section 4 of the MOU is amended to read as follows:

**4. CONTRACT AMOUNT**

COUNTY and DISTRICT agree to a total contract amount of \$56,084,108, as detailed in the annual schedule below, to support DISTRICT’s operations. The annual amount from COUNTY does not fund 100% of DISTRICT’s costs.

Amount provided to the DISTRICT under the agreement will be as follows:

<b>Fiscal Year</b>	<b>Amount</b>
2022-23	\$12,900,000
2023-24	\$11,900,000
2024-25	\$11,300,000
2025-26	\$10,300,000
2026-27	\$9,684,108
<b>Total</b>	<b>\$56,084,108</b>

COUNTY shall pay the annual amount to the DISTRICT no later than December 31<sup>st</sup> of each year.

2. All other terms of the MOU shall remain in full force and effect.

This Amendment No. 2 to the MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 2 to the MOU (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 No. 2 to the MOU upon request.

[Signatures on next page.]

**IN WITNESS WHEREOF**, San Bernardino County and the San Bernardino County Fire Protection District have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**SAN BERNARDINO COUNTY**

▶ \_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

▶ \_\_\_\_\_  
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

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

Lynna Monell, Secretary

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ Aaron Gest, Deputy County Counsel	▶ _____	▶ _____
Date _____	Date _____	Date _____