

Contract Number

20-595 A1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	<u>Fire Chief/Fire Warden</u>
Telephone Number	<u>387-5779</u>
Contractor	<u>Colorado River Indian Tribes</u>
Contractor Representative	<u>_____</u>
Telephone Number	<u>_____</u>
Contract Term	<u>_____</u>
Original Contract Amount	<u>\$250,000 (\$50,000 per year)</u>
Amendment Amount	<u>_____</u>
Total Contract Amount	<u>_____</u>
Cost Center	<u>_____</u>

Amendment No. 1 to Agreement No. 20-595

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on July 14, 2020 (Item No. 59), the San Bernardino County Fire Protection District (SBCFPD or County) approved Agreement No. 20-595 (Agreement) with the Colorado River Indian Tribes (CRIT) to provide fire protection and basic life services in the SBCFPD area described in the Agreement; and

WHEREAS, SBCFPD and CRIT now desire to amend the Agreement to transfer the following SBCFPD surplus property to CRIT, which is fully depreciated and has an estimated value of approximately \$5,000, in consideration of CRIT accepting all liability and costs associated with the surplus property and use of the surplus property in the provision of fire protection and basic life support services to the area identified in the Agreement: *1999 KME Type 1 Firetruck (Equipment No. 18318/VIN 1K9AF4286YN058097)*.

NOW, THEREFORE, SBCFPD and CRIT mutually agree to the following amendment to the Agreement:

1. The above recitals are incorporated into the body of the Agreement by this reference.
2. Section 1., Paragraph I of the Agreement is deleted in its entirety and replaced with the following:
 - I. CRIT will utilize its personnel, station(s), equipment and supplies in providing services under this Agreement. SBCFPD is not providing CRIT personnel, station(s), equipment or supplies for these services with the exception of the transferred surplus SBCFPD property identified in Paragraph J, below.
3. Section 1., Paragraphs J is added to the Agreement, to read as follows:

- J. In consideration of CRIT accepting all liability and costs associated with the surplus property and use of the surplus property in the provision of fire protection and basic life support services to the areas identified in the Agreement, SBCFPD shall transfer at no cost to CRIT, and CRIT agrees to accept the following surplus SBCFPD property: 1999 KME Type 1 Firetruck (Equipment No. 18318/VIN 1K9AF4286YN058097) (hereafter referred to as "Surplus Property"). SBCFPD and CRIT shall cooperate in the transfer of title of the Surplus Property. In the event this Agreement terminates early, CRIT shall pay SBCFPD \$5,000 for the Surplus Property within 30 days of termination. CRIT agrees that the Surplus Property is outdated and may be in need of repair. CRIT has or will inspect the Surplus Property and acknowledges that the Surplus Property is provided in "as is" condition and without warranty. CRIT accepts all liability and costs for the Surplus Property and hereby releases SBCFPD and its Board, officers, employees, volunteers, agents, and contractors from all actions, claims or demands that CRIT and/or its assignees, heirs, distributees, guardians, and legal representatives have or may in the future have for all injury or damage resulting from the Surplus Property. In approving this release, CRIT agrees to and does hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

CRIT has carefully read this release and fully understands its contents. CRIT is aware that this is a release of liability and approves it on CRIT's own free will.

4. All other provisions of Agreement No. 20-595 shall remain the same.

This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 upon request.

IN WITNESS THEREOF, this Amendment 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

COLORADO RIVER INDIAN TRIBES

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

►

Curt Hagman, Chairman, Board of Directors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Denis Patch
(Print or type name of person signing contract)

Lynna Monell, Secretary

Title Chairman
(Print or Type)

By _____
Deputy

Dated: _____
Address 26600 Mohave Rd.
Parker, AZ 85344

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Scott Runyan, Supervising Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Dan Munsey, Fire Chief/Fire Warden
Date _____