

Contract Number

20-542 A1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Fire Chief/Fire Warden
387-5779

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Buckskin Fire District

Troy Maloney

928-368-7730

\$250,000 (\$50,000 per year)

Amendment No. 1 to Agreement No. 20-542

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on June 23, 2020 (Item No. 105), the San Bernardino County Fire Protection District (SBCFPD or County) approved Agreement No. 20-542 (Agreement) with the Buckskin Fire District (BFD) to provide fire protection and advanced life services in the SBCFPD area described in the Agreement; and

WHEREAS, SBCFPD and BFD now desire to amend the Agreement to transfer the following SBCFPD surplus property to BFD, which is fully depreciated and has an estimated value of approximately \$6,200, in consideration of BFD accepting all liability and costs associated with the surplus property and use of the surplus property in the provision of fire protection and advanced life support services to the area identified in the Agreement: *2006 Ford F550 Brush Patrol (Equipment No. 18306/VIN 1FDAW57PX6EB35349)*.

NOW, THEREFORE, SBCFPD and BFD 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., Paragraphs G and H are added to the Agreement, to read as follows:

G. BFD will utilize its personnel, station(s), equipment and supplies in providing services under this Agreement. SBCFPD is not providing BFD personnel, station(s), equipment or supplies for these services with the exception of the transferred surplus SBCFPD property identified in Paragraph H, below.

H. In consideration of BFD accepting all liability and costs associated with the surplus property and use of the surplus property in the provision of fire protection and advanced life support services to the

areas identified in the Agreement, SBCFPD shall transfer at no cost to BFD, and BFD agrees to accept the following surplus SBCFPD property: 2006 Ford F550 Brush Patrol (Equipment No. 18306/VIN 1FDAW57PX6EB35349 (hereafter referred to as "Surplus Property"). SBCFPD and BFD shall cooperate in the transfer of title of the Surplus Property. In the event this Agreement terminates early, BFD shall pay SBCFPD \$6,200 for the Surplus Property within 30 days of termination. BFD agrees that the Surplus Property is outdated and may be in need of repair. BFD has or will inspect the Surplus Property and acknowledges that the Surplus Property is provided in "as is" condition and without warranty. BFD 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 BFD 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, BFD 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.

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

3. All other provisions of Agreement No. 20-542 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

►

Curt Hagman, Chairman, Board of Directors

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

Lynna Monell, Secretary

By _____
Deputy

BUCKSKIN FIRE DISTRICT

(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 _____

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 _____