

**Contract Number**

18-397 A-2

**SAP Number**

**San Bernardino County Fire Protection District**

**Department Contract Representative** Dan Munsey  
**Telephone Number** 387-5779

**Contractor** City of Adelanto  
**Contractor Representative** Jessie Flores  
**Telephone Number** 760-947-1025  
**Contract Term** 7/1/2018 to 6/30/2028  
**Original Contract Amount** \$4,470,155  
**Amendment Amount** \$4,796,519  
**Total Contract Amount**  
**Cost Center**

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

Pursuant to Section 3.B. of Agreement No. 18-397 (Agreement) between the City of Adelanto (CITY) and the San Bernardino County Fire Protection District (SBCFPD), CITY and SBCFPD agree that Section 3.A. is hereby amended as follows:

1. Section 3.A. is amended to read as follows:

3. Compensation

A. For fire protection services provided by SBCFPD to CITY on and after July 1, 2019, CITY shall pay SBCFPD the sum of \$4,796,519 annually subject to future annual adjustments as described in Section 3.B. SBCFPD shall invoice and CITY shall pay SBCFPD on a monthly basis, billed proportionately, but not necessarily equally of the annual contract amount. Payments shall be due by the fifth day of each month. Payments shall be due at the beginning of each month during the period of this Agreement. Payments received after sixty (60) days of when due shall include 10% simple interest after the sixtieth (60<sup>th</sup>) day against the amount owing. Interest shall be calculated at seven (7) percent simple interest following the 60<sup>th</sup> day. SBCFPD shall have the right to terminate this Agreement sooner than provided for in Section 12 if the CITY does not make timely payments of its obligations hereunder to SBCFPD.

This Agreement 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.

All other terms of Agreement No. 18-397 shall remain in full force and effect.

This Amendment No. 2 shall take effect on the date it is signed by both parties.

**San Bernardino County Fire Protection District**



Curt Hagman, Chairman, Board of Directors

**JUN 09 2020**

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

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

Lynna Monell, Secretary

By \_\_\_\_\_

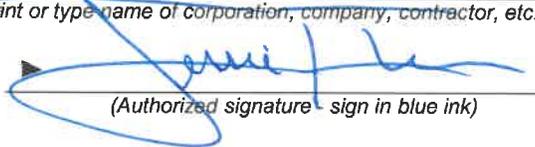


Deputy

City of Adelanto

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

By \_\_\_\_\_



(Authorized signature - sign in blue ink)

Name Jessie Flores

(Print or type name of person signing contract)

Title City Manager

(Print or Type)

Dated: April 29, 2020

Address 11600 Air Expressway

Adelanto CA 92301

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Scott Runyan, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

Date \_\_\_\_\_

Reviewed/Approved by Department

Date \_\_\_\_\_

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**San Bernardino County Fire Protection District**

**City of Adelanto**

*(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  
Lynna Monell, Secretary

Name Jessie Flores  
*(Print or type name of person signing contract)*

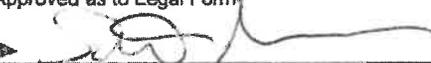
Title City Manager  
*(Print or Type)*

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

Dated: April 29, 2020

Address 11600 Air Expressway  
Adelanto CA 92301

**FOR COUNTY USE ONLY**

Approved as to Legal Form:  
▶   
Scott Runyan, Deputy County Counsel  
Date 6/4/2020

Reviewed for Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶ \_\_\_\_\_  
Date \_\_\_\_\_