

**Contract Number**

18-397 A-4

**SAP Number**

**San Bernardino County Fire  
Protection District**

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

Dan Munsey  
909-387-5779

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

City of Adelanto  
Jessie Flores  
760-947-1025  
07/01/2018 to 06/30/2028  
\$4,470,155 (annual amount)  
\$5,282,339 (annual amount)

**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.)*

The City of Adelanto (CITY) and the San Bernardino County Fire Protection District (SBCFPD) agree to amend Agreement No. 18-397 as follows:

1. Section 9 is deleted and replaced with the following Section 9, which shall read as follows:

9. Fire Apparatus and Equipment Maintenance:

- A. CITY hereby leases to SBCFPD the fire apparatus and equipment, described in "Exhibit 3," for the sum of \$1 per year for the duration of this Agreement, under the terms and conditions set forth in this Agreement. CITY shall be listed as owner and SBCFPD shall be listed as the registered owner of fire apparatus. During the term of this Agreement, SBCFPD shall maintain in good repair the apparatus and equipment and shall be financially responsible for minor maintenance and repairs. The CITY agrees to be responsible for all major apparatus and equipment repairs and/or replacements unless the need for such repairs and/or replacements are the result of the negligence or willful misconduct of SBCFPD, in which case SBCFPD shall be responsible for promptly completing and paying for the costs of such repairs and/or replacements. Major apparatus and equipment repairs shall be defined as engine, transmission, drive train, pump, and tank repairs which exceed \$5,000 for fire apparatus and \$2,000 for staff vehicles per occurrence (including labor costs). Except as otherwise provided herein, CITY shall remain financially responsible for new and replacement equipment, apparatus, and staff vehicles and shall provide for such in the CITY's annual budget as approved by CITY's Board. Except as otherwise provided herein, failure to replace equipment on schedule may be cause for the SBCFPD to direct bill the CITY for maintenance related repairs to such identified vehicles. SBCFPD shall include these costs as an element of the compensation paid by CITY.

- B. SBCFPD shall also utilize the fire apparatus described in "Exhibit 4," attached hereto and incorporated into the Agreement by reference, which is owned and shall remain the property of SBCFPD. The City agrees to reimburse SBCFPD for its costs associated with the use of the fire apparatus described in "Exhibit 4" by paying the rate of \$44,155 per fiscal year for the duration of this Agreement, under the terms and conditions set forth in this Agreement. The payment for Fiscal Year 2021-22 shall be made in advance on or before August 1, 2021, with subsequent fiscal year payments being due on August 1<sup>st</sup> of that fiscal year. SBCFPD will be responsible for all maintenance and repair costs of the fire apparatus. Should the fire apparatus be deemed by SBCFPD's Fire Chief to be no longer operational for a period of 30 days, SBCFPD agrees to provide replacement fire apparatus of similar specifications and use.

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. 4 shall take effect on July 1, 2021.

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 of the Board of Directors  
of the San Bernardino County Fire  
Protection District

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: \_\_\_\_\_

Address 11600 Air Expressway  
Adelanto, CA 92301

**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

► \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

“EXHIBIT 4”  
FIRE PROTECTION USE AGREEMENT  
CITY OF ADELANTO

FIRE APPARATUS

VEHICLES

Type: One (1) Type 1, KME Severe Service, Pumper  
Vin Number: K9AF4S8XMN058100

Year: 2020  
Inventory Number: 18261