

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 (60th) day against the amount owing. Interest shall be calculated at seven (7) percent simple interest following the 60th 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

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

By _____
Deputy

(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, Deputy County Counsel

Reviewed for Contract Compliance
►

Reviewed/Approved by Department
►

Date _____ | Date _____ | Date _____