



**Contract Number**

18-397 A-5

**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)  
\$5,530,113 (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.)*

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 to amend the Agreement as follows:

1. Section 3.A. is deleted and replaced with the following Section 3.A., which shall read as follows:

3. Compensation

- A. For fire protection services provided by SBCFPD to CITY on and after July 1, 2021, CITY shall pay SBCFPD the sum of \$5,530,113 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. An estimated cost breakdown of the lump sum annual amount for SBCFPD Fiscal Year 21/22 is shown in Exhibit "C," attached hereto and incorporated herein by this reference. SBCFPD and CITY agree that any attached estimated cost breakdowns are for informational purposes only, as the contract is a lump sum agreement.

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. 5 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: 5-26-2021

Address 11600 Air Expressway

Adelanto, CA 92301

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►   
Scott Runyan, Supervising Deputy County  
Counsel

Date 6/10/21

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Date \_\_\_\_\_

## EXHIBIT C

**City of Adelanto**  
**FY 21/22 Proposed Contract Annual Budget**

<b>Salaries and Benefits</b>	<b>Number of Positions</b>	<b>Average Cost Per Position</b>	<b>SBCFPD Proposed Existing Staffing</b>
<b>Suppression</b>			
Captain	6	277,862	1,667,171
Engineer	6	232,701	1,396,207
Fire Fighter/PM	6	178,406	1,070,435
<b>Suppression Total</b>	<b>18</b>		<b>\$ 4,133,813</b>
<b>Chargebacks for El Mirage</b>			<b>(15,334)</b>
<b>Chief Officers (13.14%)</b>			
SBCFPD Assistant Chief	1	366,437	48,150
Battalion Chief	3	402,922	158,832
<b>Chief Officers Total</b>	<b>4</b>		<b>\$ 206,982</b>
<b>Total Salaries and Benefits</b>	<b>22</b>		<b>\$ 4,325,461</b>
<b>Operating Expenses</b>			
Services and Supplies			734,387
<b>Station Expenses</b>			
C322			194,008
<b>Total Operating Expenses</b>			<b>\$ 928,395</b>
<b>Administrative Overhead Costs</b>			<b>232,102</b>
<b>Total Annual Service Contract Requirements</b>			<b>\$ 5,485,958</b>
(Proportionately billed on monthly basis)			
<b>Separate amendment for Use of Fire Engine (Due annually by Aug 1st)</b>			<b>44,155</b>
<b>Total Contract Costs</b>			<b>\$ 5,530,113</b>