



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

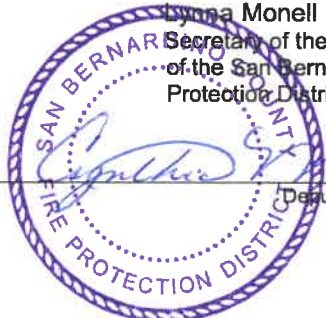
► 
Curt Hagman, Chairman, Board of Directors

Dated: **JUN 22 2021**

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


By 
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 _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

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San Bernardino County Fire Protection District

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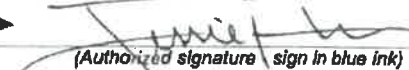
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► 
Scott Runyan, Supervising Deputy County
Counsel

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

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