

**AMENDMENT NO. 2 TO
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CONFIRE AND CHINO
VALLEY INDEPENDENT FIRE DISTRICT**

1. Parties and Date.

This Amendment No. 2 to the Independent Contractor Agreement (“Amendment”) is made and entered into as of this 1st day of November, 2024, by and between the Consolidated Fire Agencies (“CONFIRE”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and Chino Valley Independent Fire District (“Contractor”), a fire protection district organized pursuant to the Fire Protection District Law (Health & Safety Code §13800, et seq.) (together, they are referred to as “Parties,” and individually, as a “Party”)

2. Recitals.

2.1 CONFIRE and Contractor entered into an Independent Contractor Agreement on June 28, 2022 (“Agreement”), based on CONFIRE’s need for an Interim Director.

2.2 Amendment Purpose. CONFIRE and Contractor now desire to amend the Agreement to extend the Agreement Term (“Amended Term”).

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 24 of Exhibit C of the Agreement, to be signed by both Parties.

3. Terms.

3.1 Amendment. Section 2 of the Agreement, EFFECTIVE DATE AND TERM, is hereby amended in its entirety to read as follows:

“2. EFFECTIVE DATE AND TERM

a. This Agreement is effective on the date immediately following approval by the CONFIRE Administrative Committee approval and approval by the Consultant’s designated representative (“Effective Date”).

b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) December 31, 2024 (“Amended Term”).

3.2 Amendment. Section 5 of the Agreement, PAYMENT, is hereby amended in its entirety to read as follows:

“5. PAYMENT

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this

Agreement, as specified in Exhibit B (“Payment”). In no event shall the total amount paid for the Services under this Agreement during the Amended Term of the Agreement exceed \$65,608, without the written approval of the Parties in advance. Periodic payment shall be made within 15 days of a monthly invoice.”

3.3 Amendment. Exhibit B to Agreement for Services is hereby amended in its entirety to read as follows:

“PAYMENT

A. Payment

Not to exceed the sum of \$65,608 for the Amended Term through December 31, 2024.

B. Payment

a. Schedule:

- (1) To be billed in monthly installments; and
- (2) The Contractor will invoice CONFIRE in the amount that reflects actual costs incurred to provide the service. Contractor shall provide applicable time sheets or other records used to develop the invoice available upon request.

b. Process:

Payment shall be made within thirty (30) calendar days after the Contractor submits an invoice to CONFIRE for Services actually completed.”

4. General Amendment Provisions.

4.1 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

4.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

4.3 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signature Page on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR
AGREEMENT BETWEEN CONFIRE AND CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

CONSOLIDATED FIRE AGENCIES

Date: _____, 20__

By: _____

Print Name: _____

Its: _____

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

Date: _____, 20__

By: _____

Print Name: Dave Williams

Its: Fire Chief