

1 **SECOND AMENDMENT TO AGREEMENT**

2 THIS SECOND AMENDMENT, dated this ____ day of _____, 2007, is by and between
3 the COUNTY OF IMPERIAL, a political subdivision of the State of California (“COUNTY”) and
4 SALTON COMMUNITY SERVICES DISTRICT (“AGENCY”).

5 **WITNESSETH**

6 **WHEREAS**, COUNTY and AGENCY entered into that certain agreement for fire protection
7 services dated March 14, 2006 (“that Agreement”); and

8 **WHEREAS**, COUNTY and CONSULTANT entered into a modification agreement to that
9 Agreement dated July 25, 2006; and

10 **WHEREAS**, during the course of the performance of that Agreement as modified, the parties
11 thereto became aware that additional specialized work would be required; and

12 **WHEREAS**, the parties to that Agreement as modified have identified the nature and cost of
13 such additional work and wish to provide for the provision of the additional specialized work so
14 identified by the third-party contractor;

15 **NOW, THEREFORE**, for and in consideration of the promises and payments herein set forth,
16 COUNTY and AGENCY have and hereby agree as follows:

17 1) Paragraph 6 of the Agreement shall be amended to read as follows:

18 “6. **CONSIDERATION.**

19 “For and in consideration of the services to be rendered by AGENCY pursuant hereto, COUNTY
20 agrees to pay, and AGENCY agrees to accept as full consideration therefore as follows:

21 “6.1. The sum of twenty-six thousand nine hundred four dollars and fifty cents
22 (\$26,904.50) for the year 2006, payable by COUNTY in arrears in equal monthly installments as
23 follows:

24 “6.1.1. Equal monthly installments of two thousand five hundred twenty-six
25 dollars and eighty-three cents (\$2,526.83) from January 1, 2006 through June 30, 2006;
26 and

27 “6.1.2. Equal monthly installments of one thousand nine hundred fifty-seven
28 dollars and twenty-five cents (\$1,957.25) from July 1, 2006 through December 31, 2006.

1 “6.2. The sum of twenty-three thousand four hundred thirty-six dollars and twenty
2 cents (\$23,436.20) for the year 2007, payable by COUNTY in arrears in equal monthly
3 installments as follows:

4 “6.2.1. Equal monthly installments of one thousand nine hundred ninety-five
5 dollars and seventeen cents (\$1,995.17) from January 1, 2007 through June 30, 2007; and

6 “6.2.2. Equal monthly installments of one thousand nine hundred fifteen dollars
7 and thirty-six cents (\$1,915.36) from July 1, 2007 through December 31, 2007.

8 “6.3. The sum of twelve thousand one hundred forty-two dollars and thirty cents
9 (\$12,142.30) from January 1, 2008 through June 30, 2008, payable by COUNTY in arrears in
10 equal monthly installments of two thousand twenty-three dollars and seventy-two cents
11 (\$2,023.72).”

12 2) All other terms and conditions of the Agreement are and will remain in full force and
13 effect. There are no other modifications, express or implied except as herein provided.

14 3) AGENCY reiterates the representations made in all paragraphs of the Agreement and
15 confirm their continued force and effect as of the date first hereinabove written.

16 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first
17 above written.

18 COUNTY OF IMPERIAL

SALTON COMMUNITY SERVICES DISTRICT

19
20 By: _____
21 LARRY L. GROGAN, Chairman
 Board of Supervisors

By: _____
 ROBERT BUTLER, President
 Salton Community Services District

22
23 ATTEST:

ATTEST:

24
25 By: _____
26 SYLVIA BERMUDEZ, Clerk of the
 Board of Supervisors

By: _____
 ROSA REAGLES, Clerk
 Salton Community Services District

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1 APPROVED AS TO FORM:



2 RALPH CORDOVA, JR.
3 COUNTY COUNSEL

SALTON COMMUNITY SERVICES DISTRICT

4 By: _____
5 KRIS M. BECKER
6 Deputy County Counsel

By: _____
7 ROBERT L. PATTERSON
8 Attorney at Law

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