

AMENDMENT NO. 1 TO SAN BENITO COUNTY FIRE PROTECTION SERVICES AGREEMENT WITH THE CITY OF HOLLISTER

This Amendment No. 1 (“Amendment”) to the Fire Protection Services Agreement, dated January 1, 2019, (“Agreement”) between the County of San Benito, a political subdivision of the State of California (“COUNTY”), and the City of Hollister, a California municipal corporation (“CONTRACTOR”), is made and entered into as of [DATE] (“Effective Date”).

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement, dated January 1, 2019, for the provision of fire services, a copy of which is incorporated herein and attached hereto as **Exhibit A**;

WHEREAS, the parties desire to amend the Agreement to address changes in payment terms, rates, and other provisions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

AMENDMENT NO. 1

1. Amended Provisions. The parties agree to amend the Agreement as follows with such Amendment only becoming effective upon execution by BOTH the County to this Amendment No. 1 and the City of San Juan Bautista (“SJB”) to its Amendment No. 1.

a. Payment Schedule, Contract Amounts and Special Compensation Terms

- i. Calendar Year. Section B-3 of Attachment B (“Payment Schedule”) of the Agreement entitled “Compensation” is hereby amended as follows:

The payment schedule shall be adjusted from a “Calendar Year” to a “Fiscal Year” model. The fiscal year shall run from July 1 to June 30 of the following year.

- ii. Contract Amount.

Section B-3 of Attachment B (“Payment Schedule”) of the Agreement entitled “Compensation” is hereby amended as follows:

Contract Rates and Annual Escalator. For Fiscal Year 2024-25, the annual rate for fire services shall be increased by \$1,100,000.00 to a new rate of \$3,376,329. Beginning in Fiscal Year 2025-26, an annual escalator of 3% shall be applied to the previous year’s rate.

- iii. Contract Amounts. Based on the above amendments, the Fiscal Year contract amounts within Section B-3 of Attachment B (“Payment Schedule”) of the Agreement are hereby amended as follows:

FY 2024-25: \$3,376,329

FY 2025-26: \$3,477,618

FY 2026-27: \$3,581,947

FY 2027-28: \$3,689,405

FY 2028-29: \$3,800,087

- iv. Special Compensation Terms.

Section B-4 of Attachment B (“Payment Schedule”) of the Agreement entitled “Special Compensation Terms” is hereby amended to add in their entirety the following provisions:

- (a) COUNTY shall reimburse CONTRACTOR up to \$400,000 of for eligible expenses included in the COUNTY’s current Fire Impact Fee study incurred from January 1, 2019, to June 30, 2025, in accordance with the Mitigation Fee Act. Such reimbursement shall occur on or before June 30, 2026. Eligible expenses shall include, but are not limited to, fire protection services, equipment, training, and other related costs incurred by CONTRACTOR in providing services under the Agreement as it relates to addressing the impacts of growth and development. Ownership of equipment that is reimbursed through this provision will be transferred to COUNTY and will be operated and maintained by CONTRACTOR.
- (b) COUNTY shall reimburse CONTRACTOR for SCR911 County ambulatory expenses charged to the CONTRACTOR since January 1, 2019, which were previously to have been reimbursed by COUNTY. Such reimbursement shall be made within ninety (90) days of the Effective Date of this Amendment.

Additionally, COUNTY and CONTRACTOR shall collaborate with the Santa Cruz County Regional 9-1-1 Dispatch Center to develop and implement protocols that effectively prioritize emergency service calls within San Benito County. These protocols shall aim to reduce unnecessary public service calls, false alarms, and long-distance resource dispatches. The parties acknowledge that service levels within the incorporated areas of Hollister and San Juan Bautista will exceed those provided to unincorporated areas of San Benito County. In non-exigent circumstances, as determined by established dispatch protocols, EMS ambulances may be dispatched without accompanying firefighting resources.

- (c) CONTRACTOR shall bill COUNTY quarterly per CONTRACTOR’S current fee schedule for time worked related to development review and inspections. COUNTY shall provide payment to CONTRACTOR within thirty (30) days

of receipt of each invoice. CONTRACTOR shall provide detailed documentation of services performed, including but not limited to staff time, dates of service, and description of services provided.

b. Term of Agreement

Section 1 of the Agreement entitled “Duration of Contract” is hereby amended to read as follows:

This contract shall commence on January 1, 2019, and terminate on June 30, 2029.

c. Proposed Staffing and Training Levels

Section A-3 of Attachment A (“Scope of Services”) of the Agreement entitled “Proposed Staffing & Training Levels” is hereby repealed and replaced in its entirety to read as follows:

The COUNTY designated engine (“Station 3”) shall provide no less than a two (2) person response to all incidents. Staffing levels within the City of Hollister and/or any other applicable jurisdiction(s), unless otherwise contracted, shall be determined in the sole discretion of CONTRACTOR.

d. Termination Provisions

Section 6 of the Agreement entitled “Termination” and Section C-10 of Attachment C entitled “Termination” are hereby repealed and replaced to read as follows:

Notwithstanding any other provisions in this Agreement, CONTRACTOR shall have the right to terminate this Agreement if COUNTY fails to make any payment required under this Agreement within sixty (60) days after such payment is due. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the payment default and COUNTY shall have thirty (30) days from receipt of such notice to cure the default by making the required payment. If COUNTY fails to cure the default within the thirty (30) day period, CONTRACTOR may terminate this Agreement by providing COUNTY with written notice of termination, which shall be effective ninety (90) days after COUNTY’S receipt of such notice.

The parties mutually agree that upon the formation of a Fire District providing service to the established service area, they may agree to mutually terminate this Agreement. Upon mutual agreement of termination, the effective date of said termination shall be no less than 270 days after agreement has been reached unless otherwise agreed to by the parties in writing. The termination notice shall be made as specified in paragraph C-11 of this Agreement. The termination notice period must conclude during the term within which the notice is provided.

Except as provided above regarding COUNTY’S failure to pay and/or the formation of a Fire District and mutual termination, neither party shall have the right to terminate this

Agreement prior to its expiration date as set forth in Section 1 of this Agreement, as amended.

2. Inconsistency; Conflicts. In the event of any conflict between the provisions of this Amendment and the original Agreement, the provisions of this Amendment shall control.
3. Agreement Continuance. Except as expressly modified and supplemented by this Amendment, all other terms and conditions in the original Agreement remain in full force and effect and continue to bind the parties.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital signatures comporting with the requirements of Government Code section 16.5 shall have the same force and effect as an original “wet” signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date written above.

CITY OF HOLLISTER

COUNTY OF SAN BENITO

Roxanne Stephens, Mayor

Kollin Kosmicki, Board Chair

Date:

Date:

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Mary Lerner, City Attorney

Bill Adams, William L. Adams PC

ATTEST:

ATTEST:

Jennifer Woodworth, City Clerk

Vanessa Delgado, Clerk of the Board