

AMENDMENT NO. 1 TO CITY OF HOLLISTER FIRE PROTECTION SERVICES AGREEMENT WITH THE CITY OF SAN JUAN BAUTISTA

This Amendment No. 1 (“First Amendment”) to the Fire Protection Services Agreement dated March 18, 2019 (“Agreement”) between the City of San Juan Bautista, a California municipal corporation (“SJB”), and the City of Hollister, a California municipal corporation (“CONTRACTOR”), is made and entered into as of [DATE] (“Effective Date”).

RECITALS

WHEREAS, CONTRACTOR and SJB entered into an Agreement dated March 18, 2019, for the provision of fire services, a copy of which is incorporated herein and attached hereto as **Exhibit A**; and

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 SJB to this Amendment No. 1 and the County of San Benito (“County”) to its Amendment No. 1.

a. Payment Schedule and Contract Amounts

- 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 \$150,000 to a new rate of \$418,279. Beginning in Fiscal Year 2025-26, an annual escalator of 11% shall be applied to the previous year’s rate. This escalator is intended to account for annual inflation for fire services, equipment replacement, and increases in the cost share.

- iii. Contract Amounts. Based on the above terms, the contract amounts for each fiscal year shall be as follows:

FY 2024-25: \$418,279.00

FY 2025-26: \$464,289.69

FY 2026-27: \$515,361.56

FY 2027-28: \$572,051.33

FY 2028-29: \$634,976.98

b. Lease and Utility Provisions

Section D-6 of Attachment D (“Specific Terms and Conditions”) of the Agreement entitled “Facility Agreement” is hereby removed in its entirety and shall no longer be in effect.

c. Term of Agreement

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

This contract shall commence on March 18, 2019, and terminate on June 30, 2029, unless terminated pursuant to this contract.

d. 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 SJB designated engine 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.

e. Termination Notice Period

Section 6 of the Agreement entitled “Termination” and Section C-10 of Attachment C (“General Terms and Conditions”) of the Agreement entitled “Termination” are hereby repealed and replaced in their entirety to read as follows:

TERMINATION.

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 SJB 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 SJB with written notice of the payment default and SJB shall have thirty (30) days from receipt of such notice to cure the default by making the required payment. If SJB fails to cure the default within the thirty (30) day period, CONTRACTOR may terminate this Agreement by providing SJB with written notice of termination, which shall be effective ninety (90) days after SJB'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 SJB'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 First Amendment and the original Agreement, the provisions of this First Amendment shall control.
3. Agreement Continuance. Except as expressly modified and supplemented by this First 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 First 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 First Amendment as of the Effective Date written above.

CITY OF HOLLISTER

CITY OF SAN JUAN BAUTISTA

Roxanne Stephens, Mayor

Leslie Jordan, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Mary Lerner, City Attorney

Jon R. Giffen, City Attorney

ATTEST:

ATTEST:

Jennifer Woodworth, City Clerk

Elizabeth Soto, City Clerk