

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER
AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH
COMMUNITY TREE SERVICES**

WHEREAS, the City of Hollister, on behalf of the Hollister Fire Department, which serves San Benito County, previously entered into a Master Agreement dated November 14, 2023, with Community Tree Services for mowing, tree trimming, vegetation removal, and herbicide applications along Cienega Road and San Juan Canyon Road, funded under a Fuels Mitigation Grant; and

WHEREAS, the scope of work under the Master Agreement has not changed, but the City did not initiate the work until later than originally anticipated as part of the implementation of Phase 1 and Phase 2 of the project; and

WHEREAS, Section 3 of the Master Agreement permits the City and the Contractor to amend the terms and conditions of the Master Agreement in writing and upon mutual agreement; and

WHEREAS, pursuant to Section 3 of the Master Agreement, the City and the Contractor desire to amend the agreement to extend the term of the Master Agreement to allow completion of the work and finalization of payment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister authorizes:

1. The First Amendment is hereby added to the Master Agreement.
2. Section 3. Term is deleted in its entirety and replaced with the following:

“3. Term. The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City’s governing board. Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by the City, the City shall be under no further obligation to Contractor, monetarily or otherwise, and the City may proceed with the work in any manner the City deems proper. The term for performance of the Services shall continue from the Master Agreement beginning date and shall end on December 31, 2025 (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the City’s governing board.

Written notice by the City Manager or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by the City, the City shall be under no further obligation to Contractor, monetarily or otherwise, and the City may proceed with the work in any manner the City deems proper.”

3. Except as herein amended, the Master Agreement dated November 14, 2023, shall remain in full force and effect.

PASSED AND ADOPTED, by the City Council of the City of Hollister at a regular meeting held on October 6, 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Roxan Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:
Lozano Smith Attorneys at Law

Jennifer Woodworth, MMC, City Clerk

Mary F. Lerner, City Attorney

I, Jennifer Woodworth, MMC, City Clerk of the City of Hollister, do hereby certify that the attached Resolution No. 2025-XX is an original resolution, or true and correct copy of a City resolution, duly adopted by the Council of the City of Hollister at a regular meeting held on October 6, 2025 at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Hollister on October 6, 2025.

Jennifer Woodworth, MMC
City Clerk of the City of Hollister