

**FIRST AMENDMENT
TO MASTER AGREEMENT BETWEEN THE CITY OF HOLLISTER AND
COMMUNITY TREE SERVICE, LLC**

This First Amendment to the General Services Agreement between the City of Hollister and Community Tree Service, LLC is made and entered into this ___ day of _____ 2025, by and between the City of Hollister, California, a municipal corporation (“City”), and Community Tree Service, LLC (“Contractor”).

WHEREAS, the City and Contractor have previously entered into an agreement (“Master Agreement”) dated November 14, 2023, for mowing, tree trimming, vegetation removal, and herbicide applications (collectively, “Services”) along the roadways of Cienega Road and San Juan Canyon Road (collectively, the “Properties”);

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

WHEREAS, pursuant to Section 3 of the Master Agreement, the City and the Contractor desire to amend said Master Agreement to extend the Term of the Master Agreement.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. This First Amendment is added to the Master Agreement.
2. Section 3. Term is hereby 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.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to the Master Agreement to be executed on the date first above written.

CITY OF HOLLISTER

BY: _____
Roxanne Stephens, Mayor

APPROVED AS TO FORM:

By: _____
Mary Lerner, City Attorney

COMMUNITY TREE SERVICE, LLC

By: _____
(Signature)

(Typed Name)