

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF EMERYVILLE AND THE ALAMEDA
COUNTY FIRE DEPARTMENT REGARDING FIRE AND EMERGENCY SERVICES**

This is the First Amendment to that certain agreement effective June 30, 2018 between the ALAMEDA COUNTY FIRE DEPARTMENT, a dependent fire district formed under the Fire Protection District Law of 1987 (Health and Safety Code Sections 13800 et. seq.) and governed by the Board of Supervisors of the County of Alameda as its Board of Directors (ACFD) and the CITY OF EMERYVILLE (City), a municipal corporation (the Parties).

RECITALS

WHEREAS ACFD and the City previously entered into a contract for fire and emergency response services on or about July 1, 2012 and extended that contract through June 30, 2018; and

WHEREAS on or about June 30, 2018 ACFD and the City entered into a new two-year contract for fire and emergency response services (the 2018 Agreement); and

WHEREAS Section 9(a) of the 2018 Agreement provides that it may be extended for up to two successive two-year terms by mutual written agreement of the parties, provided the extension is executed at least nine months before the then-effective expiration date unless the parties agree otherwise; and

WHEREAS the parties desire to and herein agree to extend the contract for two years at this time, even though it is within 9 months of the current expiration; and

WHEREAS ACFD and the City both wish to extend the 2018 Agreement through June 30, 2022 on the same terms and conditions as set forth therein.

AMENDMENTS TO 2018 AGREEMENT

In consideration of the mutual promises contained in the 2018 Agreement and herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 9 (a) Term, is hereby amended to read, in its entirety, as follows:

This agreement is for a term of four (four) years, from 12:00a.m. on July 1, 2018 until 11:59p.m. on June 30, 2022. The term may be extended for up to one two-year term by mutual written agreement of the parties executed by the Fire Chief for ACFD and the City Manager for the City. Unless otherwise agreed to by the parties, the extension agreement must be fully executed at least nine (9) months prior to the then-effective termination date.

2. Exhibit 5, Five Year Cost Projection Provided by ACFD is deleted and replaced with the version of Exhibit 5, amended as attached to this Amendment.
3. Exhibit 6, GASB 45 Actuarial Valuation is deleted and replaced with the version of Exhibit 6, amended as attached to this Amendment.

In witness hereof, the City by Resolution duly adopted by its City Council has approved the execution of this First Amendment and the Board of Directors of the Alameda County Fire District has approved execution of this First Amendment a of this day of this __ day of _____ 2020.

ALAMEDA COUNTY FIRE DEPARTMENT, a dependent fire protection district

By: _____

Fire Chief

CITY OF EMERYVILLE

By: _____

City Manager