

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

This is the First Amendment (“Amendment”) to that certain agreement, effective February 20, 2021, 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 UNION CITY (“City”), a municipal corporation (the “Parties”), for fire and emergency services (“the Agreement”) (ACFD Contract No. C-2020-186) (Union City Contract No. C5708).

RECITALS

WHEREAS, ACFD and the City previously entered into a contract for fire and emergency response services on or about July 1, 2010; and

WHEREAS, on or about February 20, 2021, ACFD and the City entered into the Agreement, which currently expires on June 30, 2025; and

WHEREAS, Section 9, subdivision a of the Agreement provides that the Agreement may be extended for one five-year term by mutual written agreement of the parties, provided the extension is fully executed at least nine months before the then-effective termination date, unless the Parties agree otherwise; and

WHEREAS, the Parties desire, and herein agree, to extend the Agreement for one five-year extension term, even though the date is currently within nine months of the otherwise applicable termination date; and

WHEREAS, the Parties also wish to update certain outdated provisions of the Agreement; and

WHEREAS, the Parties wish to extend the Agreement on the same terms and conditions as set forth in the Agreement, except as specifically amended herein.

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

1. This Amendment will be effective at 12:00 a.m. on the date after it is executed by ACFD (“Effective Date”).
2. The Parties agree to extend the Agreement by five years, pursuant to Section 9, subdivision a, of the Agreement. As a result, as of the Effective Date, the term of the Agreement, which would otherwise expire at 11:59 p.m. on June 30, 2025, is extended through 11:59 p.m. on June 30, 2030.
3. Exhibit 3A, “2025 City of Union City Fire Apparatus, Vehicle and Equipment Inventory,” as attached to this Amendment, shall be added to Exhibit 3 of the Agreement and shall apply during the extended term.
4. Pursuant to Section 9, subdivision a, Exhibit 5A “Updated 5-Year Cost Projection Provided by ACFD,” as attached to this Amendment, shall be added to Exhibit 5 of the Agreement, and shall apply during the extended term.

5. Exhibit 6A, "June 30, 2023 GASB 75 Actuarial Valuation," attached to this Amendment, shall be added to Exhibit 6 of the Agreement as of the Effective Date.
6. Section 5, subdivision a, subpart 3 of the Agreement is amended by the deletion of the phrase "Local 55A and 55B," which is hereby replaced with the phrase "Local 55A, 55B, and 55C."
7. Section 5, subdivision b, subpart 4, subsection D is amended by the deletion of the phrase "GASB 43," which is hereby replaced with the phrase "GASB 75."
8. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The signatories warrant they have authority to execute this Amendment on behalf of each Party.
9. The Parties agree that digital signatures of the Parties included in this Amendment have the same force and effect as manual signatures when provided in compliance with both Parties' signature policy requirements, if any.
10. Except as expressly modified by this Amendment, the terms and conditions of the Agreement are and remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ALAMEDA COUNTY FIRE DEPARTMENT, a dependent fire protection district

CITY OF UNION CITY, a Municipal Corporation

By: \_\_\_\_\_  
William McDonald, Fire Chief

By: \_\_\_\_\_  
Joan Malloy, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
Donna R. Ziegler, County Counsel

By: \_\_\_\_\_  
Kathy Lee, Deputy County Counsel