

Second Amendment to Agreement
By and Between Santa Clara County Central Fire Protection District and City of San José
for the provision of emergency response services to Zone One

The AGREEMENT entered into effective July 1, 2004, between the Santa Clara County Central Fire Protection District (DISTRICT), a fire protection district, organized and operating under the Fire Protection District Law of 1987 as stated in California Health and Safety Code Section 13800 et seq., and the City of José (CITY), a charter city, organized and operating under the laws of the State of California, and amended on July 1, 2014 in the First Amendment, is hereby amended as set forth below, effective July 1, 2019 at 12:01 a.m. (Second Amendment).

1. **Section 3. Term of Agreement** is amended as follows:

The term of this AGREEMENT shall be extended through June 30, 2020; provided however, that the DISTRICT and the CITY shall have the option to extend the term of this AGREEMENT through June 30, 2024 by mutual agreement on sixty (60) days prior written notice thereof.

Extensions: This AGREEMENT shall automatically renew for successive five-year terms unless the CITY or DISTRICT provides written notice of non-renewal to the other Party at least one-year prior to the expiration date of the respective five-year term of this AGREEMENT. Extensions are subject to the provisions of Section 6 of the AGREEMENT.

2. **Section 4.3. Emergency Medical Services** is amended as follows:

Emergency medical services covered under this AGREEMENT shall include all 911 emergency medical services provided by to CITY residents, including the services provided under the 911 Emergency Medical Services Provider Agreement between the CITY and the County of Santa Clara Emergency Medical Services Agency, for so long as such agreement is in effect.

3. **Section 4.6. Hydrants** is deleted in its entirety. The numbering of subsequent sections shall not be affected by this deletion.

4. Except as set forth herein, all other terms and conditions of the AGREEMENT as amended shall remain in full force and effect; provided, however, in the event of any conflict between the terms of the AGREEMENT, as amended by the First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Capitalized terms not otherwise defined herein shall have the same meanings associated with them in the AGREEMENT.

5. The AGREEMENT, as amended by the First and Second Amendments, constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, representations and understandings between the parties concerning such subject matter.

6. This Second Amendment may be executed by the parties in any number of separate counter parts, each of which shall be deemed an original and all of which, taken together shall be deemed to constitute one and the same instrument.

INTENDING TO BE BOUND HEREBY, the parties have caused their authorized representatives to execute this Second Amendment in duplicate originals as set forth below:

SANTA CLARA COUNTY
CENTRAL FIRE PROTECTION DISTRICT

CITY OF SAN JOSÉ

S. Joseph Simitian, President
Board of Directors
Santa Clara County Central Fire Protection District

Toni Taber
City Clerk

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Directors.

ATTEST

Megan Doyle, Clerk of the Board

APPROVED AS TO FORM AND
LEGALITY

APPROVED AS TO FORM

Kavita Narayan, Lead Deputy County Counsel

Diana Yuan, Deputy City Attorney