

**SECOND AMENDMENT TO  
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT  
BETWEEN  
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT AND  
FRENCH CAMP MCKINLEY RURAL COUNTY FIRE PROTECTION DISTRICT**

This Second Amendment (“**Second Amendment**”) to the Fire Protection and Emergency Medical Services Agreement between Mountain House Community Services District and French Camp Mckinley Rural County Fire Protection District dated May 22, 2015 (“**Agreement**”), as amended by the First Amendment to the Agreement, which was fully executed on July 22, 2020 (“**First Amendment**”), is entered into as of this 11 day of August, 2021, by and between **French Camp McKinley Rural Fire Protection District (“FCFD”)** and **Mountain**

**House Community Services District (“MHCSD”)** (collectively, the “**Parties**”).

RECITALS

- A. FCFD and MHCSD entered into the Agreement on May 22, 2015.
- B. A First Amendment to the Agreement was executed on July 22, 2020 to extend the term of the Agreement and amend certain provisions, and add certain provisions, as further described in the First Amendment.
- C. In furtherance of the parties’ joint interests in the Agreement, the Parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

- 1. Recitals. Recital A through C are hereby incorporated herein, including all documents referred to the said Recitals.
- 2. Definitions. Any and all capitalized terms used herein, unless otherwise specified, shall have the meanings ascribed to them in the Agreement.
- 3. Effective Date. This Second Amendment shall be effective as of July 1, 2021.
- 4. Subsequent Annual Fees. Subdivision (c)(1) of Section 4 of the Agreement is hereby amended as follows (deletions in double-strikethrough, additions in underlined italics):

~~FCMF~~ FCFD shall submit a proposed budget ("Budget") to provide services under the Agreement setting forth the total Annual Fee requested for the next Contract Year, *which may include an administrative fee in the amount of three percent (3%) of the proposed personnel and operations and maintenance costs, and which the Parties agree shall be the only costs owed by MHCSD for general overhead expenses of FCFD.* FCFD shall submit its proposed Budget to the General Manager by no later than February 28. The

General Manager and Fire Chief shall meet to review and approve a final Budget and negotiate the Annual Fee for the upcoming Contract Year prior to March 31.

5. Compensation. Subdivision (c)(2) of Section 4 of the Agreement, as amended by the First Amendment, is hereby amended as follows (deletions in double-strikethrough, additions in underlined italics):

In the event the Parties are unable to negotiate an annual fee for the upcoming Contract Year by April 30 ("Fee Deadline"), then the Parties agree that the Annual Fee for the upcoming Contract Year shall be equal to the current Contract Year Annual Fee increased by three percent (3%) and any other costs authorized by this Agreement. Notwithstanding the foregoing, MHCSD and FCFD shall share annual adjusted costs associated with Payroll Cost, ~~workers compensation, health benefits, retirement contributions, and administrative staff (office manager)~~ based on daily staffing levels and at a cost-sharing ratio of sixty-five percent (65%) by MHCSD and thirty-five percent (35%) by FCFD. "Payroll Cost" shall mean employer's cost for salary and employer-paid benefits, which include but not limited to employee earnings, employer's cost for health insurance premiums, workers compensation, Federal Insurance Contributions Act ("FICA") and Medicare, retirement contributions, unemployment insurance, and life insurance. FCFD shall provide a Payroll Cost Report to MHCSD within 30 days of billing of the monthly installment as set forth in Section (4)(e) of this Agreement. "Payroll Cost Report" shall mean the document(s), report(s), and/or billing statement(s) produced at the close of each pay period that provide the following information: employee's job code, ID, name, earnings code, hours, earnings, and retirement base; as well as employer's contributions for FICA, Medicare, unemployment insurance, worker's compensation coverage, retirement, medical insurance premium, vision and dental insurance, and life insurance. FCFD shall retain copies of the records required by this subdivision for at least thirty-six (36) months after the end of the subject pay period.

6. Subsequent Annual Fee. Subdivision (c)(3) of Section 4 of the Agreement is hereby amended as follows (deletions in double-strikethrough, additions in underlined italics):

Within Ninety (90) days of the end of the Contract Year, FCFD shall provide MHCSD with a year-end statement showing the total cost of the services provided under this Agreement. The portion of an Annual Fee that is not expended in a Contract Year for approved budgeted items or offset for financial demands resulting from bona fide emergencies or insurance ~~or pension benefit liabilities~~, shall carry over as a credit to the following Contract Year Annual Fee, and any deficit incurred by FCFD in any Contract Year for ~~for~~ financial demands resulting from bona fide emergencies or insurance ~~or pension benefit liabilities~~, shall be reimbursed by MHCSD within thirty days of billing by FCFD. FCFD shall retain relevant documents and records associated with the year-end statements for at least thirty-six (36) months after the completion of the Agreement.

7. Buildings/real property. Subdivision (a)(2) of Section 7 of the Agreement is hereby amended as follows (deletions in double-strikethrough, additions in underlined italics):

MHCS D Responsibility. MHCS D will be responsible for all structural, roof, electrical, plumbing, HVAC and other major building equipment, fenestration, landscape maintenance and other capital and facility maintenance, except as specified for accomplishment by FCFD below. MHCS D also will be responsible for the payment of utilities provided by MHCS D, including water, garbage, and sewage service fees. The General Manager shall coordinate with the Fire Chief any MHCS D maintenance and repairs. The level of maintenance of the Fire Station will be consistent with the level of maintenance provided by MHCS D to other MHCS D owned facilities, except as specified for the responsibilities of FCFD as set forth in Section 7.a.3 of this Agreement.

8. Buildings/real property. Subdivision (a)(3) of Section 7 of the Agreement is hereby amended as follows (deletions in double-strikethrough, additions in underlined italics):

FCFD Responsibility. During the term of this Agreement, FCFD shall maintain the MHCS D facilities in a state of good repair, reasonable wear and tear excepted. FCFD shall be responsible for the routine maintenance including, but not limited to, day-to-day cleaning (e.g., vacuuming, trash pickup, mopping, etc.) and light maintenance and repairs (e.g., light bulb replacement, leaky faucet repair, routine landscaping, etc.) of the facilities utilized by FCFD in the execution of this agreement at no additional cost to MHCS D. The Parties shall establish a fixed maintenance schedule and related budgetary line item account for fire facilities and apparatus maintenance in the annual Budget. Additionally, the Parties shall keep track of all maintenance and repairs and make this information available to each other upon request. Damage caused by the negligent or intentional conduct of either Party or its employees shall be the responsibility of such Party at no additional cost to the other Party. The cost for operating and maintaining utilities in the Fire Station and any other MHCS D facilities used by FCFD will be the responsibility of FCFD, including charges for electricity, gas, telephone, ~~water, refuse disposal,~~ janitorial, and any related expenses provided to the facilities. FCFD will include these costs as an element of the annual proposed Budget it provides to the General Manager set forth in Section 4.c.1 of this Agreement.

9. Future Fire Services; Personnel. Subdivision (l) is hereby added to Section 10 of the Agreement as follows:

*l. Future Fire Services; Personnel.* MHCS D recognizes that the employees that serve our community are the greatest asset to the organization. Further MHCS D wishes to offer those employees increased stability in their employment. To that extent, in the event that MHCS D does not contract with FCFD for future fire services, MHCS D agrees to make a good faith effort to include in the contract with any new contracting agency, that the new contracting agency will hire all FCFD personnel assigned to Mountain House that meet the minimum qualifications of the new agency.

10. MHCSD Costs Prior to 2020/2021 Contract Year. The Parties agree that there is uncertainty as to any unpaid amounts owed by MHCSD to FCFD for services provided and/or costs incurred for Contract Years prior to the 2020/2021 Contract Year. The Parties further agree that MHCSD shall pay FCFD Seventy-Seven Thousand, Two Hundred Twenty-Three Dollars (\$77,223.00) in full satisfaction of any amounts owed or that may be owed for Contract Years prior to the 2020/2021 Contract Year. By accepting such payment, FCFD releases MHCSD from all payment obligations related to services provided or costs incurred prior to the 2020/2021 Contract Year.

11. Severability. The Parties hereto intend and believe that each provision in this Amendment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Amendment is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this Amendment shall be construed as if such provision was not contained therein.

12. Construction. The headings of this Amendment are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

13. No Third Party Beneficiaries. This Amendment shall inure to the sole benefit of the Parties hereto. Nothing contained herein shall create, or be construed to create, any right in any person not a party to this Amendment.

14. Legal Review. The Parties hereto acknowledge that they have been advised by legal counsel of their choice in connection with the interpretation, negotiation, drafting and effect of this Amendment and they are satisfied with such legal counsel and the advice which they have received.

15. Facsimile or Electronic Signatures. The Parties hereto agree that the use of facsimile or electronically delivered signatures for the negotiation and execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

16. Ratification. Except as modified by the First Amendment, the Agreement shall continue in full force and effect and FCFD and MHCSD do hereby ratify and confirm all of the terms and provisions of the Agreement and the First Amendment, subject to the modifications contained herein.

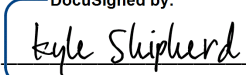
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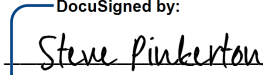
17. Entire Agreement. This Second Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This Second Amendment will control if any conflict arises from the Agreement and the First Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first set forth above.

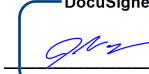
**FCFD:**  
FRENCH CAMP MCKINLEY RURAL  
FIRE PROTECTION DISTRICT, a  
California rural county fire protection district

**MHCSD:**  
MOUNTAIN HOUSE COMMUNITY  
SERVICES DISTRICT, a political  
subdivision of the State of California

DocuSigned by:  
By:   
Name: Kyle Shepherd  
Title: Interim Fire Chief

DocuSigned by:  
By:   
Steven F. Pinkerton  
General Manager

Approved as to form:

DocuSigned by:  
By:   
John D. Bakker  
General Counsel

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