**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DAVIS AND THE EAST DAVIS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES**

THIS FIRST AMENDMENT to the Agreement between the City of Davis, a municipal corporation (“City”) and the East Davis Fire Protection District, a County fire protection district (“District”), is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024:

**RECITALS**

WHEREAS, in 2009, the City and the District (the “Parties”) entered into an Agreement (the “Agreement”), pursuant to which the City agreed to provide fire protection and prevention services, rescue services, emergency medical services, and other emergency and related services within District’s territorial boundaries; and

WHEREAS, the Agreement obligates the District to annually pay the City for the cost of services provided; and

WHEREAS, the City is required to deliver to the District a statement by February 1 of each year setting forth the cost of the service based upon the data from the previous fiscal year; and

WHEREAS, by February 1 of each year, the City’s previous fiscal year end data may not be finalized, so the City and District desire to amend the Agreement to improve the accuracy of the City’s annual statement of service costs by using the year-end closeout from two fiscal years prior in calculating the District’s cost share, rather than using costs from the City fiscal year immediately prior to the statement;

NOW, THEREFORE, for good and valuable consideration the Parties hereby agree as follows:

**AGREEMENT**

 **1. Revision to Section 6 (District Annual Payment).** The first sentence of subsection a) of Section 6 of the Agreement shall be amended and restated to read as follows:

“a) Cost of Service. The cost of service for each year of this Agreement shall be that proportion of the cost of fire service for the entire area serviced by City during the closed fiscal year two years prior to the date of the statement required pursuant to paragraph b) of this Section 6, less the revenue received by City for providing service to Springlake Rural Fire District Area “B” and No Man’s Land Fire Protection District, that the assessed valuation of the District, then lying outside the boundaries of the City, bears to the assessed valuation of the City and the District.”

The remaining language of Section 6, including subsection a), is unaffected by this amendment.

**2. Effect on Agreement.** Except as expressly set forth above, nothing in this First Amendment amends or otherwise modifies any provision of the Agreement, which shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment as of the day and year first written above.

|  |  |
| --- | --- |
| EAST DAVIS FIRE PROTECTION DISTRICTBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CITY OF DAVISBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Michael Webb, City Manager |
|  | ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City Clerk |
| APPROVED AS TO FORMBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Philip J. Pogledich, County CounselCounsel to East Davis Fire Protection Dist | APPROVED AS TO FORMBy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Inder Khalsa, City Attorney |