SECOND AMENDMENT
TO
AGREEMENT FOR FIRE AND EMERGENCY SERVICES

This Second Amendment ("Amendment"), dated as of __________, 2016, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and __________ Volunteer Fire Department, a non-profit public benefit corporation (hereinafter "_________ VFC"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

WHEREAS, County and __________ VFC entered into an agreement, dated June 21, 2011 ("Agreement"), for _________ VFC to provide primary fire and emergency services within the boundaries of County Fire Services Area No. 40 FSA-_________ ("40 FSA-_________"); and __________ VFC has been providing such services pursuant to the Agreement; and

WHEREAS, the original Agreement provides for a term of April 1, 2011, and expiring on March 31, 2013, with an automatic renewal from year to year thereafter unless a party to the Agreement gives sixty (60) days written notice of the intent not to renew;

WHEREAS, in order to facilitate negotiations between the parties and as a show of good faith, County extended the _________ VFC’s time period to notify the County of its intent to non-renew from March 31, 2016 to July 1, 2016 so that the parties could continue to negotiate without _________ VFC losing the ability to non-renew this year;

WHEREAS, in order to continue the facilitation of negotiations between the parties, County wishes to further extend the _________ VFC’s time period to notify the County of its intent to non-renew from July 1, 2016 to September 30, 2016;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The second sentence of Paragraph 4, "TERM," of the existing Agreement, as amended, is hereby deleted and replaced with the following:

“For the year 2016 only, the automatic renewal date shall be extended from March 31, 2016 to September 30, 2016, making the Agreement subject to the same sixty (60) days written notice from either party to the Agreement of its intention not to renew the Agreement before the new extended 2016 deadline.”

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising there under
COUNTY AND ________ VFC HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

________ VOLUNTEER FIRE DEPARTMENT:

By ___________________________________  Date: _____________________
Name_________________________________  
Title _________________________________

COUNTY: COUNTY OF SONOMA

By:_________________________________             Date: ______________________
Chair, Board of Supervisors

ATTEST:

________________________________   Date: ______________________
Clerk of the Board of Supervisors

________________________________   Date: ______________________
County Fire Chief

________________________________   Date: ______________________
County Counsel