

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT, ("First Amendment") is made and entered into this 23rd day of January, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA. 93612 (hereinafter "FRESNO"), and the COUNTY OF MADERA, a political subdivision of the State of California, 200 W. 4<sup>th</sup> Street, Suite 4200, Madera, CA 93637 (hereinafter "MADERA"), and hereinafter FRESNO and MADERA, collectively as the "Parties."

**WITNESSETH:**

WHEREAS, the Parties entered into Agreement No. 09-155, dated July 1, 2009 (the "Agreement") pursuant to which the Parties agreed to coordinate use of communication sites (hereinafter "Sites") and equipment for emergency dispatch; thereby providing faster dissemination of information through direct police officer, deputy sheriff communications, Public Works Department, Roads Department, and Fire Department, and the Madera County Courts, and make excess space at respective communication Sites available to the other for installation of their respective equipment for the benefit of the Parties;

WHEREAS the Parties now desire to amend the Agreement to upgrade the radio communication network and modify the Service Fee structure.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1. RECIPROCAL GRANTS OF RIGHTS TO USE of the Agreement, as set forth on pages 1-2, is modified to add the following: the installation, maintenance, and operation of Ethernet network equipment and point to point wireless shots.

2. Section 5. SERVICE FEE of the Agreement, as set forth on Page two (2), is deleted in its entirety and replaced with the following:

**"5. COMPENSATION** - For routine maintenance and support and emergency services as provided in Section 8 Exhibit "A" of this Agreement, MADERA shall pay to FRESNO a Service Fee according to the following schedule for the period of July 1, 2009 through and including January 1, 2018:

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1	July 1, 2009 – June 30, 2010	\$5,000 per month
2	July 1, 2010 – June 30, 2011	\$5,150 per month
3	July 1, 2011 – June 30, 2012	\$5304.50 per month
4	July 1, 2012 – June 30, 2013	\$5,463.64 per month
5	July 1, 2013 – June 30, 2014	\$5,627.54 per month
6	July 1, 2014 – June 30, 2015	\$5,796.37 per month
7	July 1, 2015 – June 30, 2016	\$5,970.26 per month
8	July 1, 2016 – June 30, 2017	\$6,149.37 per month
9	July 1, 2017 – January 1, 2018	\$6,333.85 per month

10  
11 Effective February 1, 2018, for routine maintenance and support and emergency services  
12 as provided in Section 8 and Exhibit "A-1" of this Agreement, MADERA shall compensate  
13 FRESNO based on actual monthly labor charges. Compensation shall be based on FRESNO's  
14 actual time required in rendering services. Hourly rates charged to MADERA by FRESNO shall be  
15 reviewed each fiscal year by County of Fresno, Auditor-Controller/Treasurer-Tax Collector,  
16 approved by the Fresno County Board of Supervisors and posted annually in the County of  
17 Fresno Master Schedule of Fees. The compensation shall include all labor required to complete  
18 the services provided. Labor charges shall be prorated in tenths of an hour and shall be billed  
19 monthly in arrears.

20 It is understood that all expenses incidental to FRESNO's performance of services under  
21 this Agreement shall be borne by FRESNO.

22 Payment shall be due upon receipt of invoice and remitted to: Internal Services  
23 Department, ATTN: ISD Business Office, 333 W. Pontiac Way, Clovis, CA. 93612.

24 3. Section 8. The MAINTENANCE OF EQUIPMENT AND SITE FACILITIES of the  
25 Agreement, as set forth on pages 4-5, is deleted in its entirety and replaced with the following:

26 "8. MAINTENANCE OF EQUIPMENT AND SITE FACILITIES – FRESNO shall  
27 maintain the Equipment and Sites described in Exhibit A-1, inclusive of such Equipment provided  
28 or owned by MADERA. Maintenance provided by FRESNO shall include Preventative

1 Maintenance as described in Exhibit A-1, section III. FRESNO shall provide MADERA 24 hour/7  
2 day support with a four (4) hour response time for any major radio frequency or core component  
3 system failure, and any failure where the system is impacted in such a way as to imperil the  
4 continuation of public safety communication systems. All other incidents that do not otherwise  
5 create a scenario in which on-going public safety communication systems are in jeopardy, shall be  
6 responded to the next business day by FRESNO on a Monday through Friday, 8:00 a.m. to 5:00  
7 p.m. basis.

8 MADERA and FRESNO shall have the capability to manage and remotely monitor the  
9 Equipment to allow for preliminary troubleshooting to determine the severity of an outage or  
10 problem to determine the appropriate response.

11 Except for the maintenance services provided by FRESNO to the Equipment described in  
12 Exhibit "A-1," neither Party shall have any obligation or responsibility to maintain equipment owned  
13 by the other party. Each Party shall be responsible for and reasonably repair any damage it  
14 causes to the Sites, communication systems or to the property of the other Party.

15 The Compensation set forth in Section 5 of this Agreement that MADERA pays to  
16 FRESNO shall not include costs identified by FRESNO to maintain or re-animate radio  
17 components, or to install new equipment. The installation of new equipment shall be charged to  
18 MADERA by labor rate. In addition, MADERA shall be responsible for replacement parts or  
19 components for its Equipment. MADERA shall also be responsible for its communication consoles  
20 and base stations to access the systems. FRESNO will provide support services for microwave  
21 and ethernet, and the repair and/or replacement of Madera County microwave and ethernet  
22 related equipment, dc power, antennas, coax cables, two-way radio bases, receivers, voters, and  
23 tone remotes.

24 FRESNO or MADERA may terminate the maintenance and support services provided by  
25 FRESNO, upon giving the other party one hundred eighty (180) days written notice as set forth in  
26 Section 23 of the Agreement. Upon termination of FRESNO's maintenance service by either  
27 Party, MADERA shall no longer be liable for the Compensation as set forth in Section 5. However,  
28 all remaining provisions of this Agreement, shall continue in full force and the Parties shall retain

1 their reciprocal rights to use the Equipment, Sites, and networks as described in Exhibit "A-1."

2 4. Section 10. The ADDITIONAL SITES AND COMMUNICATON EQUIPMENT of the  
3 Agreement, as set forth on page 5, lines 12 through 25, is deleted in its entirety and replaced with  
4 the following:

5 "ADDITIONAL SITES AND COMMUNICATION EQUIPMENT – MADERA shall  
6 enter into an agreement with Nokia-Alcatel to purchase professional services for the installation,  
7 integration, and support of MPLS Routers, software, and licenses(hereafter "System"), and the  
8 System will be installed and optimized by Nokia-Alcatel. The platform for MADERA's System will  
9 be identical to the Nokia-Alcatel system in operation by FRESNO. MADERA will purchase a  
10 Service Level Agreement from Nokia-Alcatel (hereinafter "SLA"), which shall be in addition to  
11 FRESNO's maintenance, for the maintenance and support of the System as well as full  
12 complement of System spares to aid in emergency maintenance. In addition, the System will be  
13 the Monitored Hot Standby configuration so that any single radio frequency failure will not bring  
14 down the link. The County of Fresno Internal Services Department, Information Technology  
15 Division (ISD-IT) shall advise MADERA, Nokia-Alcatel, and their respective local installer, as to  
16 the layout and final placement and wiring of the system to ensure that the installation will mirror  
17 FRESNO's installation of the Nokia-Alcatel system. MADERA shall share all current microwave  
18 and ethernet network diagrams and configurations with FRESNO to assist in the installation and  
19 support of the system. The System will consist of the following links: (1) Madera County Sheriff to  
20 Madera Radio Dispatch, Inc. (hereinafter "MRD"); (2) MRD to Deadwood; (3) Chowchilla to  
21 Deadwood; (4) Mt. Bullion to Deadwood; (5) CTI Towers to MRD; and (6) Deadwood to Oakhurst.  
22 Additional links may be added or removed subject to a thirty (30) day prior written notice and  
23 approval by the other Party's authorized agent. MADERA shall replace all Alcatel/Nortel switches  
24 to Cisco switches and add DC to AC inverters. MADERA shall be responsible for the maintenance  
25 of Alcatel/Nortel switches until the replacement of the Alcatel/Nortel switches is complete.  
26 FRESNO is responsible for the maintenance, monitoring, and support services for the Nokia-  
27 Alcatel ethernet from the MADERA Government Center to each location."

28 5. Exhibit "A-1" is added to and made a part of the Agreement.

1       The Parties agree that this First Amendment is sufficient to amend the Agreement, and  
2 upon execution of this First Amendment, the Agreement and this First Amendment shall together  
3 be considered the Agreement.

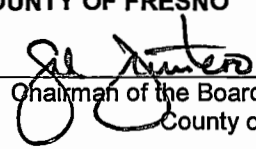
4       The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
5 covenants, conditions and promises contained in the Agreement and not amended herein shall  
6 remain in full force and effect.

EXECUTED AND EFFECTIVE, as of the date first above set forth.

COUNTY OF MADERA

COUNTY OF FRESNO

(Authorized Signature)

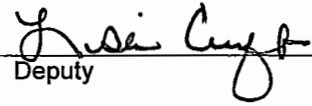
  
Chairman of the Board of Supervisors of the  
County of Fresno

Print Name & Title

Mailing Address

ATTEST:

Bernice E. Seidel  
Clerk to the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY:

Fund No.: 1020  
Subclass No.: 10000  
Org No.: 8905  
Account No.: 5060

## **EXHIBIT "A-1"**

### **I. MAINTENANCE AND SHARING OF EQUIPMENT AND SYSTEMS**

#### **A. MAINTENANCE OF EXISTING TWO-WAY RADIO NETWORK/LIST OF SITES**

The County of Fresno (hereinafter "FRESNO") shall provide maintenance for two-way radio equipment such as repeaters, receivers, voter comparators, antennas, microwave, and microwave related power and multiplexing equipment (hereinafter "Equipment") owned by the County of Madera (hereinafter "MADERA"). Section II of this Exhibit "A" lists the Equipment to be maintained. Section III of this Exhibit "A" describes the maintenance provided and the anticipated number of hours for each piece of Equipment. The equipment may be located at one or more of the following Sites.

MADERA shall accommodate FRESNO should FRESNO request to enhance their radio footprint at any of the locations. FRESNO has Equipment at the following Sites marked with an "X."

- County of Fresno Fleet Services Yard - X
- Madera Radio Dispatch Inc. - X
- Coarsegold - X
- Deadwood Peak - X
- Alder Springs (Meadow Lakes) - X
- Panoche - X
- Musick Mountain - X
- Mt. Bullion
- Goat Mountain
- Chowchilla Police Department
- CTI Towers
- Madera Sheriff's Office

FRESNO shall provide MADERA with emergency in field service support on a 24 hour/7 day a week basis with a 4-hour response time in support of the County of Madera's Public Safety channels. The channels that require 24/7 service are listed below.

- Madera County Sheriff (Ch. 1, Ch. 3, and Ch. 4)
- Madera County Fire
- Madera County Health (Med 7, Med 9, and Med 14)

➤ Madera County Roads Department

In addition, FRESNO shall provide MADERA with standard in field service from 8:00 a.m. to 5:00 p.m., Monday through Friday, to support the County of Madera's Public Works and non-emergency channels as listed below:

- Madera County Courts
- Madera County Engineering/Public Works

**B. SHARING OF MICROWAVE NETWORKS**

MADERA's microwave network equipment in Madera County will provide sufficient capacity to accommodate additional receivers and or repeaters that FRESNO may request to install in remote site to enhance Public Safety Communication Systems in both Counties. The placement of additional equipment at MADERA sites shall be coordinated through the County of Madera IT Department so that rack space, power systems, and tower space can be identified and to confirm the expansion.

Additionally, FRESNO agrees to continued use of the microwave systems and rack space owned or operated by FRESNO to support continued communications for all MADERA departments. These sites include Alder Springs (Meadow Lakes), Coarsegold, Musick Mountain, Kerman, and Panoche. These sites are receive only sites in support of MADERA's public safety and will require no more space than is currently in operation for the immediate future.



## II. TWO WAY RADIO EQUIPMENT

SITE	EQUIPMENT	CHANNELS
Alder Springs (Meadow Lakes)	4 Receivers 4 Voters	Madera Fire, Med 14, Sheriff 1, Sheriff 3
Coarsegold	7 Receivers 7 Voters 1 Nokia Microwave 0 Cisco Ethernet	Madera Fire, Madera Public Works, Madera Roads, Med 7, Med 14, Sheriff 1, Sheriff 3
CTI Towers	2 Receivers 2 Voters 1 Nokia Microwave 0 Cisco Ethernet	Sheriff 1, Sheriff 3
Deadwood 1	6 Bases 6 Voters 1 Nokia Microwave 0 Cisco Ethernet	Madera Courts, Madera Public Works, Med 7, Med 14, Sheriff 1, Sheriff 3
Deadwood 2-3	4 Bases 2 Voters	Madera Fire, Madera Roads, UHF B/U, VHF B/U
Deadwood 4	1 Base 3 Receivers 3 Voters	Med 14, Med 9, Sheriff 1, Sheriff 3
Goat Mountain	1 Receiver 1 Voter	Sheriff 1
Hamilton Yard	4 Bases 8 Voters	Madera Courts, Madera Fire, Madera Public Works, Madera Roads, Med 7, Med 14, Sheriff 1, Sheriff 3
Madera Radio Dispatch	8 Receiver 8 Voters 1 Nokia Microwave 0 Cisco Ethernet	Madera Courts, Madera Fire, Madera Public Works, Madera Roads, Med 7, Med 14, Sheriff 1, Sheriff 3
Mt. Bullion	4 Receivers 4 Voters 1 Nokia Microwave 0 Cisco Ethernet	Madera Fire, Med 14, Sheriff 1, Sheriff 3
Musick Mountain	1 Base 4 Receivers 4 Voters	Madera Fire, Madera Roads, Sheriff 1, Sheriff 3, Sheriff 4
Panoche Mountain	1 Receiver 1 Voter	Sheriff 1

### III. PREVENTATIVE MAINTENANCE

FRESNO agrees to conduct annual Preventative Maintenance (PM) of MADERAs radio systems shown in this Exhibit "A." The annual PMs shall be conducted when FRESNO performs PM on its equipment or as FRESNO and MADERA deem appropriate. At a minimum, the PM shall consist of service checks such as transmitted output power, reflected power, frequency deviations, and any other routine parameters including Ethernet microwave system and related equipment, sweeping of the two-way antennas and coax cabling, multicouplers, power rectifiers, battery plant and visual inspection of inside cabling. FRESNO shall provide the County of Madera IT department a quarterly report describing the equipment and parameters that were checked or adjusted, and any issues that need attention.

The following chart provides MADERA with an estimated time frame for labor for each piece of equipment requiring preventative maintenance, not inclusive of travel time. Travel time will be charged by labor hours.

Equipment	Estimated Time Frame
Two-way Receiver	½ hour
Two-way Base	1 hour
Two-way Voter	½ hour
Two-way Tone Remote	½ hour
Multicoupler	1 hour
Coax Cable sweep inspection	1 hour
Antenna sweep inspection	1 hour
Microwave channel bank	½ hour
Nokia microwave radio	1 hour
Power rectifier	2 hours
Battery Plant	2 hours
CAT3 - CAT6 cable inspection	1 hour

#### IV. Sample Reports

Customer Maintenance Reports and Preventative Maintenance Reports will be emailed to MADERA at the following email address after each completed service call: [madcomwave@co.madera.ca.gov](mailto:madcomwave@co.madera.ca.gov). Sample reports are provided for reference in this Exhibit "A."

## Customer PM Report

PMR No.	Madera County	Customer name	Madera Sheriff
Date:	8/3/16	Address	Madera
Status	Complete	Contact Number	(559) 671-7770
Date   time	8/1/2016 12:00 PM	Model	GTR 8000
Hours	4		

### Equipment

Location of installation	Deadwood Peak
Make--Model	Motorola GTR 8000
Serial Number	???
Transmit Frequency MHz	158.910
Transmit Power	60w
Transmit Audio Level	1500Hz
Transmit PL Level	400Hz
Receive Audio Level	-10db @ 1000Hz
Receive Status Level	-13db @ 2175Hz
Power Plant Voltage	-54vdc
Battery Float Voltage	-48vdc

### Additional Details

Performed the annual preventative maintenance for this base station. All measurements met factory specifications.

# Customer Maintenance Report

CMR No.	MCO 1399	Customer name	Madera Sheriff
Date:	8/3/16	Address	Madera
Status	Completed	Contact Number	(559) 671-7770
Hours	8		

## Trouble Reported

System down?	<input checked="" type="radio"/> No <input type="radio"/> Yes	Equipment type	Base station
Call reported by	Madera dispatcher	Make	Motorola
Date   time	8/1/2016 12:00 PM	Model	GTR 8000
Serial No.	?	Notes	Low signal levels
Customer's Problem	Sheriff channel 1 noisy-scratchy from field units		
Location	Deadwood Peak # 2		

## Service Details

Service rendered	Replaced the n male connector
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Status after service ☐ Complete ☐ Incomplete ☒ Pending for spares  
☐ Under observation ☐ Working solution provided

## Equipment Specs

Transmit Frequency	153.665
Transmit Power	60w
Transmit Audio	Normal
Receive Frequency	159.930
Receive Audio	Normal

## Additional Details

Troubleshoot base station from the shop and found low RSL levels. Analysis at the site showed a defective jumper between base and main line. Repaired and retested. Informed the dispatcher the channel is in service.

Approved as to Legal Form:  
COUNTY COUNSEL

Dale E. Bacigalupi

Digitally signed by: Dale E. Bacigalupi  
DN: CN = Dale E. Bacigalupi email =  
dbacigalupi@lozanosmith.com C = US  
Date: 2017.12.13 15:57:27 -08'00'

By \_\_\_\_\_

ACCOUNT NUMBERS:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTING PARTIES:

COUNTY OF FRESNO

\_\_\_\_\_  
COUNTY OF MADERA  
\_\_\_\_\_

TITLE OF CONTRACT:

FIRST AMENDMENT TO AGREEMENT

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