

**FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 23rd day of January, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and City of Fowler, a CITY, whose address is 128 S. Fifth Street, Fowler, CA 93625 (hereinafter "CITY").

**WITNESSETH:**

WHEREAS, COUNTY and CITY entered into Agreement number 13-529, dated September 10, 2013, pursuant to which CITY agreed to contract with COUNTY for the performance of law enforcement dispatch services/9-1-1 answering responsibilities for CONTRACTOR by COUNTY's Sheriff-Coroner's Office (Sheriff); and

WHEREAS, COUNTY and CITY entered into Amendment I to Agreement 13-529, dated August 19, 2014, in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2014; and

WHEREAS, COUNTY and CITY entered into Amendment II to Agreement 13-529, dated August 25, 2015 in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2015; and

WHEREAS, COUNTY and CITY entered into Third Amendment to Agreement 13-529, dated August 23, 2016, in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2016 (Agreement No. 13-529, Amendment I, Amendment II, and Third Amendment to Agreement No. 13-529 are hereinafter collectively referred to as "the Agreement"); and

WHEREAS, COUNTY and CITY now desire to amend the Agreement in order to extend the term of the agreement and change the compensation to be paid by CITY beginning

1 July 1, 2017.

2 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of  
3 which is hereby acknowledged, COUNTY and CITY agree as follows:

4 1. Section No. 3 of the Agreement, located on page 2, lines 20 through 21 is deleted in  
5 its entirety and replaced with the following:

6 "This Agreement shall become effective on the 1<sup>st</sup> day of July 2013 and shall  
7 terminate on the 30<sup>th</sup> day of June, 2018."

8 2. Amended Exhibit A-2 of the Agreement is deleted in its entirety and replaced with  
9 Amended Exhibit A-4, attached hereto and incorporated herein by this reference. All  
10 references to "Amended Exhibit A-2" in the Agreement are amended to state  
11 "Amended Exhibit A-4."

12 COUNTY and CITY agree that this Fourth Amendment is sufficient to amend the  
13 Agreement and, that upon execution of this Fourth Amendment, the Agreement, Amendment  
14 I, Amendment II, Third Amendment and this Fourth Amendment together shall be considered  
15 the Agreement.

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

19 This Fourth Amendment shall be effective July 1, 2017.

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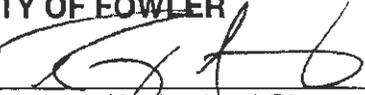
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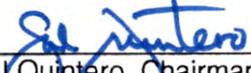
This Fourth Amendment is hereby executed by the parties hereto.

**CITY OF FOWLER**



(Authorized Signature)

**COUNTY OF FRESNO**



Sal Quintero, Chairman of the  
Board of Supervisors of the County of Fresno

Rudy Alcaraz, CHIEF OF POLICE

Print Name & Title  
128 S. 5<sup>TH</sup> STREET

FOWLER, CA 93625

Mailing Address

**ATTEST:**

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

By: Susan Bishop  
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 31113320  
Account No.: 4975  
Requisition No.: N/A

1 **Amended Exhibit A-4**

2 The COUNTY agrees to perform contracted services for the CITY at the rate specified below  
3 per resident of the CITY (as determined by the State Department of Finance certified  
4 population estimate as of January 1<sup>st</sup> of that year) for each year of this Agreement.

5 **Monthly Charge for FY 2013-14 (July 1, 2013-June 30, 2014) (hereinafter the  
6 "2013-2014 Monthly Charge"):** \$7,679.46/month. The methodology to calculate this amount  
7 is as follows:

8 Per resident charge = \$16.01 (100% of \$16.01 per resident)

9 Number of residents in CITY (as determined by State Department of Finance certified  
10 population estimate as of January 1, 2012) = 5,756

11 2013-2014 Monthly Charge = (\$16.01/resident x 5,756 residents)/12 months =  
12 **\$7,679.46/month**

13 **Monthly Charge for FY 2014-15 (July 1, 2014-June 30, 2015) (hereinafter the  
14 "2014-2015 Monthly Charge"):** \$7,294.92/month. The methodology to calculate this amount  
15 is as follows:

16 Per resident charge = \$14.88 (100% of \$14.88 per resident)

17 Number of residents in CITY (as determined by State Department of Finance certified  
18 population estimate as of January 1, 2014) = 5,883

19 2014-2015 Monthly Charge = (\$14.88/resident x 5,883 residents)/12 months =  
20 **\$7,294.92/month**

21 **Monthly Charge for FY 2015-16 (July 1, 2015-June 30, 2016) (hereinafter the  
22 "2015-2016 Monthly Charge"):** \$7,252.65/month. The methodology to calculate this  
23 amount is as follows:

24 Per resident charge = \$14.61 (100% of \$14.61 per resident)

Number of residents in CITY (as determined by State Department of Finance certified  
population estimate as of January 1, 2015) = 5,957

2015-2016 Monthly Charge = (\$14.61/resident x 5,957 residents)/12 months =  
**\$7,252.65/month**

**Monthly Charge for FY 2016-17 (July 1, 2016-June 30, 2017) (hereinafter the "2016-2017  
Monthly Charge"):** \$7,236.82/month. The methodology to calculate this amount is as  
follows:

Per resident charge = \$14.61 (100% of \$14.61 per resident)

Number of residents in CITY (as determined by State Department of Finance certified  
population estimate as of January 1, 2016) = 5,944

2016-2017 Monthly Charge = (\$14.61/resident x 5,944 residents)/12 months =  
**\$7,236.82/month**

**Monthly Charge for FY 2017-18 (July 1, 2017-June 30, 2018) (hereinafter the "2017-2018  
Monthly Charge") are split due to Board's late approval of Master Schedule of Fees  
(MSF) on October 17, 2017 and reflect the new MSF rates effective December 1, 2017 for  
the following:**

1 The methodology to calculate these amounts are as follows:

2 **(July 1, 2017-November 30, 2017)**

3 Per resident charge = \$14.61 (100% of \$14.61 per resident)

4 Number of residents in CITY (as determined by State Department of Finance certified  
5 population estimate as of January 1, 2017) = 6,091

6 2017-2018 Monthly Charge = (\$14.61/resident x 6,091 residents)/12 months =  
7 **\$7,415.79/month**

8 **(December 1, 2017-June 30, 2018)**

9 Per resident charge = \$14.75 (100% of \$14.75 per resident)

10 Number of residents in CITY (as determined by State Department of Finance certified  
11 population estimate as of January 1, 2017) = 6,091

12 2017-2018 Monthly Charge = (\$14.75/resident x 6,091 residents)/12 months =  
13 **\$7,486.85/month**

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