

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 1st day of July, 2016, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and City of Fowler, whose address is 128 S. Fifth Street, Fowler, CA 93625 (hereinafter "CITY").

WITNESSETH:

WHEREAS, COUNTY and CITY entered into Agreement number 13-529, dated 10, September, 2013 (hereinafter "Agreement"), 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 First Amendment to Agreement 13-529, dated 19, August 2014, in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2014

WHEREAS COUNTY AND CITY entered into Second Amendment to Agreement 13-529, dated 25, August 2015 in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2015 (Agreement No. 13-529, First Amendment and Second 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 July 1, 2016.

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

1. Section No. 3 TERM, of the Agreement, located on page 2, lines 20 through 21,

1 is deleted in its entirety and replaced with the following:

2 "This Agreement shall become effective on the 1st day of July, 2013 and shall
3 terminate on the 30th day of June, 2017."

4 2. Amended Exhibit A-1 of the Agreement, is deleted in its entirety and replaced
5 with Amended Exhibit A-2, attached hereto and incorporated herein by this reference. All
6 references to Amended Exhibit A-1 in the Agreement are amended to state "Amended Exhibit
7 A-2."

8 COUNTY and CONTRACTOR agree that this Amendment III is sufficient to amend the
9 Agreement and, that upon execution of this Amendment III, the Agreement, Amendments I
10 and II, and this Amendment III together shall be considered the Agreement.

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

14 This Amendment III shall be effective July 1, 2016.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III as of
2 the day and year first herein above written.

3 **CITY OF FOWLER**

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(Authorized Signature)

6 DAVID ELIAS, CITY MANAGER

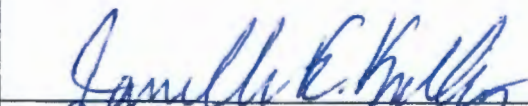
7 128 SOUTH FIFTH STREET

FOWLER, CA 93625

8 Mailing Address

10 DATE: 6-23-2016

15 APPROVED AS TO LEGAL FORM

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17 Daniel C. Cederborg, County Counsel

19 ORG No.: 31113320
Account No.: 4975

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COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman, Board
of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

DATE: _____

REVIEWED & RECOMMENDED FOR
APPROVAL



Margaret Mims, Sheriff-Coroner

APPROVED AS TO ACCOUNTING
FORM



Vicki Crow, CPA, Auditor-
Controller/Treasurer Tax Collector

Amended Exhibit A-2

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

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

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

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

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

\$7,679.46/month

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

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

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

2014-2015 Monthly Charge = (\$14.88/resident x 5,883 residents)/12 months =

\$7,294.92/month

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

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

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

3 2015-2016 Monthly Charge = $(\$14.61/\text{resident} \times 5,957 \text{ residents})/12 \text{ months} =$

4 **\$7,252.65/month**

5 **Monthly Charge for FY 2016-17 (July 1, 2016-June 30, 2017) (hereinafter the "2016-2017**

6 **Monthly Charge")**: \$7,236.82/month. The methodology to calculate this amount is as
7 follows:

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

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

11 2016-2017 Monthly Charge = $(\$14.61/\text{resident} \times 5,944 \text{ residents})/12 \text{ months} =$

12 **\$7,236.82/month**