

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST 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 KINGSBURG, whose address is 1300 California, Kingsburg, CA, 93631, (hereinafter "CITY").

**WITNESSETH:**

WHEREAS, COUNTY and CITY entered into Agreement number 16-125, dated 15, March, 2016 (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 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. Exhibit A of the Agreement, is deleted in its entirety and replaced with Amended Exhibit A, attached hereto and incorporated herein by this reference. All references to Exhibit A in the Agreement are amended to state "Amended Exhibit A."

COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together shall be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein

1 shall remain in full force and effect.

2 This Amendment I shall be effective July 1, 2016.

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

3 CITY OF KINGSBURG

4   
(Authorized Signature)

5  
6 City Manager, Alex Henderson

7 Print Name & Title

1401 Draper St.


8 Kingsburg, CA 93331

Mailing Address

9  
10 DATE:


6/24/16

COUNTY OF FRESNO

  
Ernest Buddy Mendes, Chairman, Board of  
Supervisors

ATTEST:

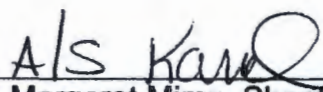
BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By   
Deputy

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8-24-16


REVIEWED & RECOMMENDED FOR  
APPROVAL

  
Margaret Mims, Sheriff-Coroner

APPROVED AS TO LEGAL FORM

  
Daniel C. Cederborg, County Counsel

APPROVED AS TO ACCOUNTING  
FORM

  
Vicki Crow, CPA, Auditor  
Controller/Treasurer Tax Collector

ORG No.: 31113320  
Account No.: 4975

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2 **Amended Exhibit A**

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

6 **Monthly Charge for FY 2015-2016 (March 15, 2016-June 30, 2016) (hereinafter**  
7 **the "2015-16 Monthly Charge"):** \$14,258.14/month. The methodology to calculate this  
8 amount is as follows:

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

10 Number of residents in CITY (as determined by State Department of Finance certified  
11 population estimate as of January 1, 2015) = 11,711

12 2015-2016 Monthly Charge = (\$14.61/resident x 11,711 residents)/12 months =

13 **\$14,258.14/month.**

14 **Additional Charges:**

15 CITY agrees to reimburse the COUNTY for the purchasing of Patrol Radio's, as follows:

16 A. The COUNTY agrees to purchase Patrol Radio's using the current agreements and  
17 the CITY agrees to fully reimburse the COUNTY an amount that shall not exceed \$21,321.  
18 The payment schedule shall not exceed sixty (60) months and in the event this agreement is  
19 terminated by either party, the balance is due upon termination.

20 **Monthly Charge for FY 2016-17 (July 1, 2016-June 30, 2017) (hereinafter the**  
21 **"2016-2017 Monthly Charge"):** \$14,732.96/month. The methodology to calculate this  
22 amount is as follows:

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

24 Number of residents in CITY (as determined by State Department of Finance certified  
population estimate as of January 1, 2016) = 12,101

2016-2017 Monthly Charge = (\$14.61/resident x 12,101 residents)/12 months =

1 **\$14,732.96/month**

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