

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) is hereby made to the Vendor Agreement entered into between the City of Fresno, a California municipal corporation (City) and Fresno Police & Neighborhood Watch, a California non-profit corporation (Vendor) effective August 24, 2023, (Agreement).

### **RECITALS**

WHEREAS, City and Vendor entered into an Agreement on September 23, 2022 for outreach and marketing services for empowering and engaging neighborhoods in crime prevention (Project); and

WHEREAS, City and County now desire to increase Vendor's compensation and extend the term of the Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed that this First Amendment shall revise the Agreement as follows:

1. Vendor's compensation shall increase by \$100,000, for a total amount of \$400,000.
2. Two equal payments of \$50,000 shall be made to Fresno Police & Neighborhood Watch on September 15, 2023 and March 1, 2024.
3. The term of the Agreement shall be extended through August 31, 2024, subject to any earlier termination in accordance with the Agreement.
4. Except for the revisions herein, the Agreement remains in full force and effect. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this First Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

FRESNO POLICE & NEIGHBORHOOD  
WATCH,  
a California non-profit corporation

By: \_\_\_\_\_  
Nelson Esparza,  
District 7 Councilmember

By: \_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
Brandon M. Collet          Date  
Supervising Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy