FIRST ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS

AND

SUNRISE RECREATION AND PARK FOR

SUPPLEMENTAL LAW ENFORCEMENT

SERVICES

This First Addendum (the "Addendum") to the Agreement Between the City of Citrus Heights (the "City") and Sunrise Recreation and Park District ("District") for Supplemental Law Enforcement Services dated May 1, 2019 (the "Agreement").

WHEREAS, on April 15, 2024, the City of Citrus Heights provided notice to District that the City entered into a new working contract for their officers and sergeants, which increased cost per officer who would be utilized by District pursuant to the Agreement.

WHEREAS, section 4 of the Agreement requires the District to pay for the services provided under this agreement as set forth in Exhibit A "Rate Matrix".

WHEREAS, section 17 of the Agreement identifies no amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed, acknowledged, and approved by both parties.

NOW, THEREFORE, in consideration of the matters contained in the Agreement and this Addendum, it is mutually agreed as follows:

Effective June 1, 2024, the following sentences in Exhibit A shall be stricken:

"Armed/Uniformed Police Officer w/ Marked Police Vehicle, up to \$95 per hour."

"Holidays, up to \$95 per hour

And replaced with:

"Armed/Uniformed Police Officer w/ Marked Police Vehicle, up to \$115 per hour."

"Holidays, up to \$115 per hour

Effective June 1, 2024, section 15 within the Agreement shall be stricken:

15. <u>Notices:</u> Any notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit,

postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to City:

Ronald A. Lawrence, Chief of Police City of Citrus Heights 6315 Fountain Square Drive Citrus Heights, California 95621

Fax: 1-916-727-5500

With copies to:

Chris Boyd, City Manager City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621 Fax: 1-916-727-4709

And

Ruthann G. Ziegler 3308 El Camino Ave. Suite 300 #427 Sacramento California 95821

Phone: 916-330-3171

If to District:

Dave Mitchell, Sunrise Parks District Administrator Noe Villa, Sunrise Parks District Superintendent 7801 Auburn Blvd Citrus Heights, CA 95610

And replaced with:

15. Notices: Any notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to City: Chief Alexander A. Turcotte, Chief of Police

City of Citrus Heights

6315 Fountain Square Drive Citrus Heights, California 95621

Fax: 916-727-5575

With copies to:

Ashley J. Feeney, City Manager City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621

Fax: 916-727-4709

And

Ryan R. Jones, City Attorney Jones & Mayer Law 6349 Auburn Blvd. Citrus Heights, California 95621

Phone: 916-771-0635

If to District: Kevin Huntzinger, District Administrator

Wayne Edmundson, Parks & Facilities Superintendent

Sunrise Recreation and Park District

7801 Auburn Blvd

Citrus Heights, California 95610

All other terms and conditions of the agreement shall remain in full force and effect.

CITY OF CITRUS HEIGHTS	SUNRISE RECREATION AND PARK DISTRICT
By:	By:
Ashley J. Feeney, City Manager Administrator	Kevin Huntzinger, District
Dated:	Dated:
ATTEST	APPROVED AS TO FORM
By:	By:
Amy Van, City Clerk	lts:, Legal Counsel
APPROVED AS TO FORM	
By:	
Ryan R. Jones, City Attorney	