

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 _____ and is between City of Fresno, a California municipal corporation, whose
4 address is 2323 Mariposa Street #2075, Fresno, CA 93721 ("Contractor"), and the County of
5 Fresno, a political subdivision of the State of California ("County").

6 **RECITALS**

7 A. WHEREAS, On April 8, 2025, the County and the Contractor entered into Service
8 Agreement number 25-122 ("Agreement") for the assignment of three (3) City of Fresno Police
9 Officers and one (1) Crime Analyst to the Multi-Agency Gang Enforcement Consortium Team
10 (MAGEC), and two (2) City of Fresno Police Officers and one (1) City of Fresno Police Sergeant
11 to the Public Safety Realignment Adult Compliance Team (ACT); and

12 B. WHEREAS, the Agreement requires annual budget approval from the Community
13 Corrections Partnership (CCP) Executive Committee and the Fresno County Board of
14 Supervisors ("Board"). Upon approval, an amendment to the Agreement must be executed to
15 update the funding amount; and

16 C. WHEREAS, on June 9, 2025, the CCP Executive Committee approved the Fiscal Year
17 (FY) 2025-26 AB 109 budget, which included continued funding for the Contractor's participation
18 in the ACT and MAGEC. On September 15, 2025, the Board approved the Department's budget
19 which included this allocation; and

20 D. WHEREAS, the County and the Contractor now desire to amend the Agreement to reflect
21 the FY 2025-26 approved budget for the Contractor's continued participation in the ACT and the
22 MAGEC.

23 **AGREEMENT**

24 The parties therefore agree as follows:

- 25 1. This Amendment No. 1 is retroactive to July 1, 2025.
- 26 2. Section 2.1, of the Agreement is deleted in its entirety and replaced with the following:

27 "The County shall compensate the Contractor for an amount equal to the cost of
28 three (3) City of Fresno Police Officers and one (1) Crime Analyst for assignment to

1 the MAGEC, and two (2) City of Fresno Police Officers and one (1) City of Fresno
2 Police Sergeant for assignment to the ACT.

3 3. Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

4 **“3.2 Maximum Compensation.** The maximum compensation payable to the
5 Contractor for the first year of this Agreement (FY 24-25) is One Million, Ten
6 Thousand, Three Hundred and Forty-Four Dollars (\$1,010,344) to participate as
7 MAGEC members and Nine Hundred Twenty-Nine Thousand, Seven Hundred
8 Thirty-One Dollars (\$929,731) to participate as ACT members and implement AB
9 109 services.

10 The maximum compensation payable to the Contractor for the second year of this
11 Agreement (FY 25-26) is One Million, Forty-Seven Thousand, Nine Hundred and
12 Thirty-Two Dollars (\$1,047,932) to participate as MAGEC members, and Nine
13 Hundred Forty-Four Thousand, Six Hundred Fifty-Two Dollars (\$944,652) to
14 participate as an ACT member and implement AB 109 services.

15 In no event shall compensation paid for all services performed for the first and
16 second year of this Agreement exceed Three Million, Nine Hundred Thirty-Two
17 Thousand, Six Hundred Fifty-Nine Dollars (\$3,932,659). Prior to the
18 commencement of subsequent extensions, compensation will be formalized with
19 amendments to the Agreement.

20 The Contractor acknowledges that the County is a local government entity, and
21 does so with notice that the County’s powers are limited by the California
22 Constitution and by State law, and with notice that the Contractor may receive
23 compensation under this Agreement only for services performed according to the
24 terms of this Agreement and while this Agreement is in effect, and subject to the
25 maximum amount payable under this section. The Contractor further
26 acknowledges that County employees have no authority to pay the Contractor
27 except as expressly provided in this Agreement.”
28

1 4. When both parties have signed this Amendment No. 1, the Agreement, and this
2 Amendment No. 1 together constitute the Agreement.

3 5. The Contractor represents and warrants to the County that:

4 a. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Amendment No. 1.

6 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Amendment No. 1 legally binds
8 the Contractor to the terms of this Amendment No. 1.

9 6. The parties agree that this Amendment No. 1 may be executed by electronic signature as
10 provided in this section.

11 a. An "electronic signature" means any symbol or process intended by an individual
12 signing this Amendment No. 1 to represent their signature, including but not limited to
13 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3)
14 an electronically scanned and transmitted (for example by PDF document) version of
15 an original handwritten signature.

16 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
17 equivalent to a valid original handwritten signature of the person signing this
18 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any
19 administrative or judicial proceeding, and (2) has the same force and effect as the valid
20 original handwritten signature of that person.

21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
23 2, Title 2.5, beginning with section 1633.1).

24 d. Each party using a digital signature represents that it has undertaken and satisfied the
25 requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.
27
28

1 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Amendment No. 1 with an
3 original handwritten signature.

4 7. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
5 all of which together constitute this Amendment No. 1.

6 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. Except
7 as otherwise provided herein, the Agreement, dated April 8, 2025, remains in full force and effect.

8
9 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

2
3 CITY OF FRESNO, a California municipal
4 corporation

COUNTY OF FRESNO

5 By: _____
6 Mindy Casto, Chief of Police

7 2323 Mariposa St. #2075
8 Fresno, CA 93721

9 APPROVED AS TO FORM:
10 ANDREW JANZ
City Attorney

11 By:  12/13/25
12 Jennifer M. Wharton Date
Deputy City Attorney

13 Attest:
14 AMY K. ALLER
15 Interim City Clerk

16 By: _____
Deputy Date

17 For accounting use only:

18 Org No.: 34300390
19 Account No.: 7295
20 Fund No.: 0001
Subclass No.: 10000

21 Attachment:
22 Exhibit "A" – ACT Operating Agreement
23
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By: _____
Garry Bredefeld, Chairman
of the Board of Supervisors of the
County of Fresno

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

By: _____
Deputy Date

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation supervision, Post Release Community Supervision (PRCS), and Mandatory Supervision (MS) that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence-based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, PRCS, and MS, with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the probation supervision, PRCS, MS and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, combined with evidence-based practices, forms the cornerstone of the County of Fresno AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with

local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action in regard to offenders under probation supervision, PRCS, and MS by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; one (1) police officer from the Clovis Police Department; one (1) crime specialist from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; one (1) police officer from the Kingsburg Police Department; and one (1) police officer from the Sanger Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within Fresno County with an interest in ACT are welcome to attend the meetings of the ACT Advisory Sub-Committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Assistant Deputy Chief is the Operations Commander and has overall

responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Deputy Chief. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remain the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision, or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agency's policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, PRCS, and MS will be entered into the Probation Records Information Management System (PRIMS).

All agencies participating on the Adult Compliance Team will have full access to Sharenet and the information in PRIMs. Information sharing with other law enforcement agencies regarding offenders under probation supervision, PRCS, and MS, allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary

investigative officer through the use of their own departmental report writing system.

C. Pretrial After-Hours Response

As part of the Fresno County Probation Department's Pretrial expansion, officers will respond to after-hours GPS violations, questions, and technical problems. Two armed Deputy Probation Officers, along with one ACT Officer, must be available to respond to such matters in the field.

- ACT Team members will be scheduled/assigned on a rotational basis to respond to such matters.
- ACT Team members on rotation shall be designated on standby when not working regularly scheduled hours to assist the Pretrial Officers.
- ACT Officers assigned will be compensated with standby pay in accordance with their respective agency MOU's and overtime.
- ACT Officers assigned and responding to field matters will be compensated at time and half, (1½) their base hourly rate, with a minimum of two (2) hours.
- ACT personnel are expected to be assigned approximately 3 non-consecutive weeks per year.
- All in-force memorandum of understanding provisions not modified by this agreement shall remain in effect.
- Each participating agency's management reserves the right and authority to discontinue the participation of any of their particular employees in this agreement at any time. A two (2) week notice, if practicable, shall be given to the impacted employee. Such discontinuance shall not be appealable or grievable.

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by County of Fresno Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-Committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers for use in executing the mission of ACT, as specified in the final approved budget of the CCP and Fresno County. Each agency shall provide vehicles, as well as insurance and maintenance costs for those vehicles, for their

respective employees.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub-Committee chairperson or their designee. Training for the team will be outlined during the fiscal year to reflect the needs of the team. The Probation Department's Realignment Division Deputy Chief may also assign training to the ACT members as it pertains to the Evidence-Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of the conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow its agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change until amended in accordance with Section X or terminated as discussed below.

Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participation agencies, with termination to be effective 60 days after delivery.

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

X. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections Partnership for their consideration and approval.

XI. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees or agents, including each

ACT assigned employee. Each participating agency shall indemnify and hold harmless all other participating agencies for these acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The participating agencies will establish procedures to notify the other agencies, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matter described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW


The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies. This OA expressly replaces and supersedes the prior OA, dated May 2021, and that OA shall have no further force and effect.

XVII. SUPPORTING AGENCIES


The following Agencies support the mission and strategies of ACT:


Kirk Haynes, Chief Probation Officer
County of Fresno

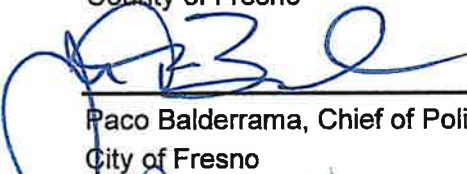
11/4/2022
Dated


Lisa A. Smittcamp, District Attorney
County of Fresno


11-1-22
Dated


Margaret Mims, Sheriff
County of Fresno


11/5/22
Dated


Paco Balderrama, Chief of Police
City of Fresno


Nov. 1st, 2022
Dated


Curt Fleming, Chief of Police
City of Clovis

11/2/2022
Dated


Rudy Alcaraz, Chief of Police
City of Selma

11/2/2022
Dated


Jose L. Garza, Chief of Police
City of Reedley

11/3/22
Dated


John Golden, Chief of Police
City of Kerman

November 2, 2022
Dated

Exhibit A



Neil Dadian, Chief of Police
City of Kingsburg



Greg Garner, Chief of Police
City of Sanger



Dated



Dated