

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-030 on January 26, 2016 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to assign one (1) City of Fresno Police Officer ("Police Officer") to be responsible for fulfilling the responsibilities of an Adult Compliance Team (ACT) member, as set forth in the Public Safety Realignment Act Assembly Bill 109 Implementation Plan (AB 109 PLAN); and

WHEREAS, the Fresno County Community Corrections Partnership (CCP) approved funding for overtime in Fiscal Year 2015-16 in the amount of \$15,000 on April 8, 2016; and

WHEREAS, the CCP also approved funding for the Police Officer in Fiscal Year 2016-17 in the amount of \$183,687 on April 8, 2016; and

WHEREAS, the one (1) year term of the Agreement will expire on June 30, 2016; and

WHEREAS, the COUNTY and CONTRACTOR desire to amend the Agreement to increase the maximum compensation and extend the term by one (1) year.

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

- 1. Section 3 TERM of the Agreement, at Page 2, lines 14 through 16, is deleted in its entirety and replaced with the following:

"3. TERM

This Agreement shall become effective on July 1, 2015 and shall terminate on June 30, 2017."

1 2. Section 5 COMPENSATION/INVOICING of the Agreement, at Page 3, lines 5
2 through 20, is deleted in its entirety and replaced with the follow:

3 “5. COMPENSATION/INVOICING

4 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees
5 to receive compensation as follows:

6 CONTRACTOR shall submit quarterly invoices for actual expenditures
7 to the County of Fresno Probation Department at:

8 ProbationInvoices@co.fresno.ca.us. Invoices must be submitted on or after
9 the dates of October 1, 2015; January 1, April 1, July 1, and October 1, 2016;
10 and January 1, April 1 and July 1, 2017, respectively. Each invoice shall
11 include a breakdown of expenses identified in the final approved budget of
12 the CCP in the County of Fresno for use in executing the mission of ACT.

13 Payments by COUNTY shall be made in arrears, for services
14 provided during the preceding three (3) month period, and made within 45
15 days after receipt and verification of CONTRACTOR’s properly completed
16 invoices by COUNTY’s Probation Department. If CONTRACTOR should
17 fail to comply with any provision of this Agreement, COUNTY shall be
18 relieved of its obligation for further compensation.

19 Upon any termination of this Agreement, CONTRACTOR shall be
20 compensated for costs incurred under this Agreement, up to and including
21 the date of termination. The terms of this Section 5 shall survive the
22 expiration or earlier termination of this Agreement.

23 In no event shall compensation of costs for services performed
24 under this Agreement be in excess of \$193,838 for Fiscal Year 2015-16
25 and \$183,687 for Fiscal Year 2016-17. The maximum amount payable by
26 the COUNTY to the CONTRACTOR under this Agreement for the two (2)
27 year contract term is \$377,525.”
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1 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to
2 amend the Agreement and that upon execution of this First Amendment, the Agreement and
3 this First Amendment together shall be considered the Agreement.

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

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
2 of the day and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

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5 _____
6 Jerry Dyer
Chief of Police, City of Fresno Police Department

Ernest Buddy Mendes
Chairman, Board of Supervisors

7 DATE: _____

DATE: _____

8
9 ATTEST:
Yvonne Spence, CMC
10 City Clerk, City of Fresno

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

11
12 BY: _____
 Deputy Date

BY: _____
Deputy

13
14 APPROVED AS TO FORM:
Douglas T. Sloan
15 City Attorney, City of Fresno

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17 BY: _____
18 Amanda B. Freeman Date
19 Deputy City Attorney

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24 **PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**
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1 First Amendment to Agreement between the City of Fresno
2 and the County of Fresno to participate on the Public Safety
3 Realignment Act (AB109) Adult Compliance Team
4 2015-2017

4 REVIEWED & RECOMMENDED
5 FOR APPROVAL:

7 _____
8 Jean Rousseau, County Administrative Officer

10 _____
11 Michael L. Elliott, Interim Chief Probation Officer

12 APPROVED AS TO LEGAL FORM
13 Daniel Cederborg, County Counsel

14 _____
15 Deputy

17 APPROVED AS TO ACCOUNTING FORM
18 Vicki Crow, CPA
19 Auditor-Controller, Tax Collector

20 _____
21 Deputy

24 FOR ACCOUNTING USE ONLY:

25 FUND: 0001
26 ORG: 34309999
27 SUBCLASS: 10000
28 ACCOUNT: 7295