

**THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 ("Agreement"), pursuant to which CONTRACTOR agreed to assign one 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, a First Amendment to Agreement ("First Amendment") was approved by the Board of Supervisors on June 21, 2016, for funding of overtime in Fiscal Year 2015-16 in the amount of \$15,000 and extending the Agreement to include Fiscal Year 2016-17 funding for one Police Officer in the amount of \$183,687; and

WHEREAS, a Second Amendment to Agreement ("Second Amendment") was approved by the Board of Supervisors on January 10, 2017, to increase the maximum compensation for Fiscal Year 2016-17 by an additional \$550,493 to cover the assignment of two additional Police Officers and one Sergeant from the City of Fresno to the ACT; and

WHEREAS, the COUNTY and CONTRACTOR now desire to further amend the Agreement by extending the term for one additional year, and increasing the maximum compensation for such additional year to cover the additional assignment for that Fiscal Year 2017-18, of four Police Officers and one Crime Analyst from the City of Fresno to be specifically assigned to the MULTI-AGENCY GANG ENFORCEMENT CONSORTIUM ("MAGEC") task force.

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

1 1. Section 1 (OBLIGATIONS OF THE COUNTY) of the Agreement, as amended, is  
2 deleted in its entirety and replaced with the following:

3 “1. OBLIGATIONS OF THE COUNTY

4 For Fiscal Year 1 of this Agreement, running from July 1,  
5 2015, through June 30, 2016, COUNTY shall compensate and remit  
6 to CONTRACTOR, for actual services provided and in accordance  
7 with the terms herein, an amount equal to the cost of one City of  
8 Fresno (“City”) Police Officer for assignment to the ACT.

9 For Fiscal Year 2 of this Agreement, running from July 1,  
10 2016, through June 30, 2017, COUNTY shall compensate and remit  
11 to CONTRACTOR, for actual services provided and in accordance  
12 with the terms herein, and amount equal to the cost of three City  
13 Police Officers and one City Police Sergeant for assignment to the  
14 ACT.

15 For Fiscal Year 3 of this Agreement, running from July 1,  
16 2017, through June 30, 2018, COUNTY shall compensate and remit  
17 to CONTRACTOR for actual services provided and in accordance  
18 with the terms herein, an amount equal to the cost of seven City  
19 Police Officers, one City Police Sergeant, and one City Crime Analyst  
20 for assignment to the ACT and MAGEC.”

21 2. Section 2 (OBLIGATIONS OF THE CONTRACTOR) of the Agreement, as  
22 amended, is deleted in its entirety and replaced with the following:

23 “2. OBLIGATIONS OF THE CONTRACTOR

24 For Fiscal Year 1, CONTRACTOR shall assign one City Police  
25 Officer to be responsible for fulfilling the responsibilities of an ACT  
26 member, as set forth in the AB 109 PLAN, including by way of  
27 example, pages 15 and 16 of the 2011 version thereof, and in  
28

1 accordance with the ACT Operational Guidelines and Procedures,  
2 both attached hereto as Exhibits "A" and "B," respectively, and  
3 incorporated herein by reference.

4 For Fiscal Year 2, CONTRACTOR shall assign three City  
5 Police Officers, and one City Police Sergeant, to be responsible for  
6 fulfilling the responsibilities of an ACT member, as set forth in the AB  
7 109 PLAN, including by way of example, pages 15 and 16 of the  
8 2011 version thereof, and in accordance with the ACT Operational  
9 Guidelines and Procedures (Exhibits "A" and "B," respectively).

10 For Fiscal Year 3, CONTRACTOR shall assign seven City  
11 Police Officers, one City Police Sergeant, and one City Crime Analyst  
12 to be responsible for fulfilling the responsibilities of an ACT member  
13 and MAGEC, as set forth in the AB 109 PLAN, including by way of  
14 example, pages 15 and 16 of the 2011 version thereof, and in  
15 accordance with the ACT Operational Guidelines and Procedures,  
16 both attached hereto as Exhibits "A" and "B," respectively, and  
17 incorporated herein by reference.

18 In the event that the AB 109 PLAN is revised by the CCP, and  
19 approved by the Fresno County Board of Supervisors, the  
20 responsibilities of Police Officer under this Agreement may be  
21 modified accordingly. Should such modification result in additional  
22 costs to CONTRACTOR, the maximum reimbursement for services  
23 rendered under this Agreement by CONTRACTOR may only be  
24 increased in accordance with Section 7 of this Agreement. Four of  
25 the seven City Police Officers, and the one City Crime Analyst shall  
26 be specifically assigned to the MAGEC task force."  
27  
28

1 3. Section 5 (COMPENSATION/INVOICING) of the Agreement, as amended, is  
2 deleted in its entirety and replaced with the following:

3 “5. COMPENSATION/INVOICING

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

6 CONTRACTOR shall submit quarterly invoices for actual  
7 expenditures to the County of Fresno Probation Department at:  
8 [ProbationInvoices@co.fresno.ca.us](mailto:ProbationInvoices@co.fresno.ca.us). Invoices shall be submitted on a  
9 quarterly basis for each fiscal year period covered by this Agreement,  
10 with the first such submission date being on or after October 1, 2015.  
11 Each invoice shall include a breakdown of expenses identified in the  
12 applicable final approved budget of the CCP in the County of Fresno  
13 for use in executing the mission of ACT.

14 COUNTY shall pay CONTRACTOR within 45 days after  
15 receipt and verification of CONTRACTOR’s properly completed  
16 invoices by COUNTY’s Probation Department. If CONTRACTOR  
17 should fail to comply with any provision of this Agreement,  
18 COUNTY shall be relieved of its obligation for further  
19 compensation.

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

24 For Fiscal Year 1 (2015-16), in no event shall compensation  
25 for services performed under this Agreement by CONTRACTOR be  
26 in excess of \$193,838 for one City Police Officer.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 For Fiscal Year 2 (2016-17), in no event shall compensation  
2 for services performed under this Agreement by CONTRACTOR be  
3 in excess of \$734,180 (\$183,687 for one City Police Officer;  
4 \$357,374 for two additional City Police Officers; and, \$193,119 for  
5 one City Police Sergeant).

6 For Fiscal Year 3 (2017-18), in no event shall compensation  
7 for services performed under this Agreement by CONTRACTOR be  
8 in excess of \$1,799,483 (\$620,990 for three City Police Officers,  
9 and \$209,509 for one City Police Sergeant assigned to ACT; and,  
10 \$871,468 for four additional City Police Officers, and \$97,516 for  
11 one City Criminal Analyst assigned to MAGEC.

12 The maximum amount payable by the COUNTY to the  
13 CONTRACTOR for the three-year contract term shall not exceed  
14 \$2,727,501.”

- 15 4. COUNTY and CONTRACTOR agree that this Third Amendment is sufficient to  
16 amend the Agreement and that upon execution of this Third Amendment, the  
17 Agreement, the First Amendment, the Second Amendment, and this Third  
18 Amendment together shall be considered the Agreement.
- 19 5. The Agreement, as hereby amended, is ratified, and continued. All provisions,  
20 terms, covenants, conditions, and promises contained in the Agreement and  
21 not amended herein shall remain in full force and effect.

22 [SIGNATURE PAGE FOLLOWS]  
23  
24  
25  
26  
27  
28

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

3 **CONTRACTOR:**  
4 CITY OF FRESNO,  
5 a municipal corporation  
6  
7 By: \_\_\_\_\_  
8 Jerry Dyer  
9 Chief of Police  
10 Police Department  
11  
12 ATTEST:  
13 Yvonne Spence, CMC  
14 City Clerk, City of Fresno  
15  
16 By: \_\_\_\_\_  
17 Deputy [Date]  
18  
19 APPROVED AS TO FORM:  
20 Douglas T. Sloan  
21 City Attorney, City of Fresno  
22  
23 By: \_\_\_\_\_  
24 Seth Mehrten [Date]  
25 Deputy City Attorney

3 **COUNTY:**  
4 COUNTY OF FRESNO,  
5 a political subdivision of the State of California  
6  
7 By: \_\_\_\_\_  
8 Brian Pacheco  
9 Chairman  
10 Board of Supervisors  
11  
12 ATTEST:  
13 Bernice E. Seidel, Clerk  
14 Board of Supervisors  
15  
16 By: \_\_\_\_\_  
17 Deputy [Date]

17  
18 [ADDITIONAL SIGNATURE PAGE FOLLOWS]  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Second 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

5 REVIEWED & RECOMMENDED  
6 FOR APPROVAL:

7 \_\_\_\_\_  
8 Jean M. Rousseau, County Administrative Officer

9 \_\_\_\_\_  
10 Rick Chavez, Chief Probation Officer

11 APPROVED AS TO LEGAL FORM  
12 Daniel C. Cederborg, County Counsel

13 \_\_\_\_\_  
14 Deputy

15 APPROVED AS TO ACCOUNTING FORM  
16 Vicki Crow, CPA  
17 Auditor-Controller, Tax Collector

18 \_\_\_\_\_  
19 Deputy

20  
21  
22  
23 FOR ACCOUNTING USE ONLY:

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