

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second 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 ("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, a First Amendment to this 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 Fifteen Thousand dollars (\$15,000) and extending the Agreement to include Fiscal Year 2016-17 funding for one Police Officer in Fiscal Year in the amount of One Hundred Eighty Three Thousand Six Hundred Eighty-Seven dollars (\$183,687); and

WHEREAS, the COUNTY and CONTRACTOR now desire to further amend the Agreement to increase the maximum compensation for Fiscal Year 2016-17 to cover the assignment of two additional Police Officers and one Sergeant from the City of Fresno to the ACT.

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

- 1. Section 1 OBLIGATIONS OF THE COUNTY, beginning on Page 1 of the Agreement, is deleted in its entirety and replaced with the following:

"1. OBLIGATIONS OF THE COUNTY

For Fiscal Year 1 of this Agreement, running from July 1, 2015 through June 30, 2016, COUNTY shall compensate and remit to CONTRACTOR, for actual services provided and in accordance with the

1 terms herein,, an amount equal to the cost of (1) City Police Officer for
2 assignment to the ACT. For Fiscal Year 2 of this Agreement, running from
3 July 1, 2016 through June 30, 2017, COUNTY shall compensate and remit to
4 CONTRACTOR, for actual services provided and in accordance with the
5 terms herein, an amount equal to the cost of (3) City of Fresno Police
6 Officers (“Police Officers”) and (1) City of Fresno Police Sergeant (“Police
7 Sergeant”) for assignment to the ACT.

8 2. Section 2. OBLIGATIONS OF THE CONTRACTOR, set forth on Page 2 of
9 the Agreement, is deleted in its entirety and replaced with the following:

10
11 “2. OBLIGATIONS OF THE CONTRACTOR

12 For Fiscal Year 1, CONTRACTOR shall assign (1) Police Offer to be
13 responsible for fulfilling the responsibilities of an ACT member, as set forth in
14 the AB 109 PLAN, including by way of example, pages 15 and 16 of the 2011
15 version thereof, and in accordance with the ACT Operational Guidelines and
16 Procedures, both attached hereto as Exhibits “A” and “B”, respectively, and
17 incorporated herein by reference.

18 For Fiscal Year 2, CONTRACTOR shall assign (3) Police Officers and
19 (1) Sergeant to be responsible for fulfilling the responsibilities of an ACT
20 member, as set forth in the AB 109 PLAN, including by way of example,
21 pages 15 and 16 of the 2011 version thereof, and in accordance with the
22 ACT Operational Guidelines and Procedures, both attached hereto as
23 Exhibits “A” and “B”, respectively, and incorporated herein by reference.

24 In the event that the AB 109 PLAN is revised by the CCP, and
25 approved by the Fresno County Board of Supervisors, the responsibilities of
26 the Police Officers and Sergeant assigned under this Agreement may be
27 modified accordingly. Should such modification result in additional costs to
28 CONTRACTOR, the maximum reimbursement for services rendered under

1 this Agreement by CONTRACTOR may only be increased in accordance
2 with Section 7 of this Agreement.”

- 3 3. Section 5 COMPENSATION/INVOICING of the Agreement, on Page 3, is
4 deleted in its entirety and replaced with the following:

5 “5. COMPENSATION/INVOICING

6 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees
7 to receive compensation as follows:

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

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

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

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

25 In no event shall compensation of costs for services performed
26 under this Agreement be in excess of \$193,838 for Fiscal Year 2015-16
27 and \$734,180 (\$183,687 for (1) Police Officer, \$357,374 for (2) additional
28 Police Officers and \$193,119 for (1) Sergeant) for Fiscal Year 2016-17.

1 The maximum amount payable by the COUNTY to the CONTRACTOR
2 under this Agreement for the two (2) year contract term is \$928,018.”

3 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to
4 amend the Agreement and that upon execution of this Second Amendment, the Agreement, the
5 First Amendment and this Second Amendment together shall be considered the Agreement.

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

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

CONTRACTOR

COUNTY OF FRESNO

Jerry Dyer
Chief of Police, City of Fresno Police Department

Ernest Buddy Mendes
Chairman, Board of Supervisors

DATE: _____

DATE: _____

ATTEST:
Yvonne Spence, CMC
City Clerk, City of Fresno

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

BY: _____
Deputy Date

BY: _____
Deputy

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

BY: _____
Amanda B. Freeman Date
Deputy City Attorney

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

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

4 REVIEWED & RECOMMENDED
5 FOR APPROVAL:

7 _____
8 Jean M. Rousseau, County Administrative Officer

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

12 APPROVED AS TO LEGAL FORM
13 Daniel C. 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