

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 21st day of June, 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 REEDLEY, a municipal corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 15-546 on October 27, 2015 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to assign one (1) City of Reedley 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 the Police Officer in Fiscal Year 2016-17 in the amount of \$146,862 on April 8, 2016; and

WHEREAS, the current 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 9 through 11, is deleted in its entirety and replaced with the following:

"3. TERM

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

- 2. Section 5 COMPENSATION/INVOICING of the Agreement, at Page 2, line 27 through Page 3, line 16, is deleted in its entirety and replaced with the following:

"5. COMPENSATION/INVOICING

1 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees  
2 to receive compensation as follows:

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

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

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

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

20 In no event shall compensation of costs for services performed  
21 under this Agreement be in excess of \$163,226 for Fiscal Year 2015-16  
22 and \$146,862 for Fiscal Year 2016-17. The maximum amount payable by  
23 the COUNTY to the CONTRACTOR under this Agreement is \$310,088."

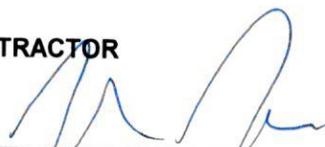
24 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to  
25 amend the Agreement and that upon execution of this First Amendment, the Agreement and  
26 this First Amendment together shall be considered the Agreement.

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

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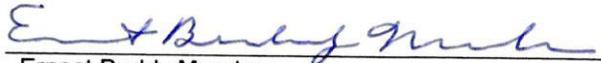
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year first hereinabove written.

3 **CONTRACTOR**

4 

5 Nicole R. Zieba, City Manager, City of Reedley

**COUNTY OF FRESNO**

6 

7 Ernest Buddy Mendes  
8 Chairman, Board of Supervisors

9 DATE:

10 5/25/16

11 DATE:

12 10-21-16

13 ATTEST:

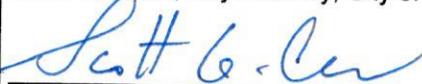
14 Bernice E. Seidel, Clerk  
15 Board of Supervisors

16 By:

17 Susan Bishop

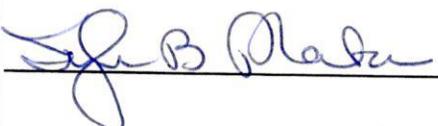
18 Deputy

19 APPROVED AS TO LEGAL FORM  
20 Scott G. Cross, City Attorney, City of Reedley

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22 City Attorney

23 ATTEST:  
24 Sylvia B. Plata, City Clerk  
25 City of Reedley

26 

27 **PLEASE SEE ADDITIONAL**  
28 **SIGNATURE PAGE ATTACHED**

1 First Amendment to Agreement between the City of Reedley  
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

6   
7 Jean M. Rousseau, County Administrative Officer

8   
9 Michael L. Elliott, Interim 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

24 FOR ACCOUNTING USE ONLY:

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