

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 25th day of May, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and FRESNO COUNTY SUPERINTENDENT OF SCHOOLS ("FCSS"), whose address is 1111 Van Ness Avenue, Fresno, California. TIP is a collaborative effort involving the following school districts and educational entities: the Caruthers, Coalinga-Huron, Firebaugh-Las Deltas, Golden Plains, Kerman, Laton, Mendota, Sierra and Washington School Districts, Washington Colony Elementary School District, and Fresno County Office of Education's Violet Heintz Education Academy, each of which may be referred to individually as a "District" or collectively as "Districts."

**WITNESSETH:**

WHEREAS, COUNTY and FCSS entered into Agreement number 21-008, dated January 12, 2021 ("Agreement"), pursuant to which FCSS agreed to provide partial funding for the provision of Deputy Probation Officer (DPO) services to support the Truancy Intervention Program (TIP) with COUNTY;

WHEREAS, Sanger Unified School District desires to join the TIP to help decrease truancy, improve attendance, and increase learning opportunities within its District; and

WHEREAS, COUNTY and FCSS now desire to amend the Agreement in order to add Sanger Unified School District into the Agreement, and increase the funding of TIP, in order to support the provision of services to Sanger Unified School District.

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

1. In the introductory section of the Agreement, located on page 1, lines 8 through 11, are deleted and replaced with the following:

"Huron, Firebaugh-Las Deltas, Golden Plains, Kerman, Laton, Mendota, Sanger Unified School District, Sierra and Washington Unified School Districts, Washington Colony Elementary School District, and Fresno County Office of Education's Violet Heintz Education Academy, each of which may be referred to individually as a "DISTRICT" and collectively as

1 "DISTRICTS." "

2 2. Section 1 of the Agreement, located on page 1, line 27, through page 2, line 12, is  
3 deleted in its entirety, and replaced with the following:

4 "OBLIGATIONS OF FCSS

5 A. FCSS shall compensate and remit to the COUNTY from the TIP fund, held by FCSS, an  
6 amount that will partially fund the costs of the services of two (2) Deputy Probation Officers,  
7 five (5) days per week. The maximum annual amount payable under this Agreement shall not  
8 exceed one hundred and three thousand, four hundred and seventy-one dollars and nineteen  
9 cents (\$103,471.19), for the first year of the Agreement, and one hundred and thirty-nine  
10 thousand, six hundred and eighty-eight dollars (\$139,688) for each subsequent year of the  
11 Agreement.

12 B. FCSS shall timely facilitate and be responsible for obtaining each DISTRICT's financial  
13 contributions to the TIP fund. FCSS shall have, and maintain at its place of business, a  
14 separate Memorandum of Understanding (MOU) with each DISTRICT, establishing that  
15 DISTRICT's financial contribution to the TIP fund. FCSS shall also be responsible for the  
16 timely transfer of each DISTRICT's financial contribution into the TIP fund. A summary of each  
17 DISTRICT's contribution to the TIP fund is set forth in Exhibit "A," attached and incorporated by  
18 this reference. An example of the MOU between FCSS and each DISTRICT is set forth in  
19 Exhibit "B," attached and incorporated by this reference."

20 3. Section 5 of the Agreement, located on page 4, lines 7 through 22, is deleted in its  
21 entirety and replaced with the following:

22 "COMPENSATION/INVOICING: As compensation to the COUNTY for the  
23 performance of its services under this Agreement, FCSS agrees to pay the COUNTY, and the  
24 COUNTY agrees to receive compensation as follows: For the first year of the Agreement,  
25 FCSS shall pay to the COUNTY an annual maximum compensation amount not to exceed one  
26 hundred and three thousand, four hundred and seventy-one dollars and nineteen cents  
27 (\$103,471.19), in three (3) payments of twenty-four thousand, nine hundred and ten dollars and  
28 fourteen cents (\$24,910.14), and one (1) payment of twenty-eight thousand, seven hundred

1 and forty dollars and seventy-seven cents (\$28,740.77), paid on or about the dates of October  
2 1, January 1, March 1 and June 1. For each subsequent year that the Agreement is extended,  
3 upon mutual written agreement of FCSS and the Chief Probation Officer or his or her designee,  
4 FCSS shall pay to the COUNTY an annual maximum compensation amount not to exceed one  
5 hundred and thirty-nine thousand, six hundred and eighty-eight dollars (\$139,688), in four (4)  
6 payments of thirty-four thousand, nine hundred and twenty-two dollars (\$34,922), paid on or  
7 about the dates of October 1, January 1, March 1 and June 1. COUNTY shall invoice FCSS as  
8 follows: Fresno County Superintendent of Schools, 1111 Van Ness Avenue, Fresno, CA  
9 93721. Payments shall be made by FCSS within (45) days of invoice for services provided by  
10 COUNTY.

11 In no event shall compensation paid for services performed under this Agreement  
12 exceed six hundred and sixty-two thousand, two hundred and twenty-three dollars and  
13 nineteen cents (\$662,223.19) during the total potential five (5) year term of this Agreement.

14 If there are any periods during the term of this Agreement in which services are not  
15 provided, FCSS will not receive an invoice for these specified periods of time, upon mutual  
16 written agreement of FCSS and the Chief Probation Officer or his or her designee. "

17 4. Exhibit A is deleted and replaced with the attached new Exhibit A, incorporated by this  
18 reference, and made a part of this Agreement.

19 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the  
20 Agreement, and that upon execution of this First Amendment, the Agreement and this First  
21 Amendment together shall be considered the Agreement.

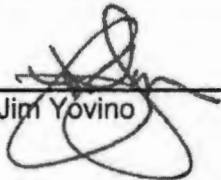
22 The parties agree that this First Amendment may be executed by electronic signature as  
23 provided in this section. An "electronic signature" means any symbol or process intended by an  
24 individual signing this First Amendment to represent their signature, including but not limited to (1) a  
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
26 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic  
27 signature affixed or attached to this First Amendment (1) is deemed equivalent to a valid original  
28 handwritten signature of the person signing this First Amendment for all purposes, including but not

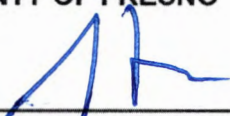


1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2  
3 **SUPERINTENDENT**

**COUNTY OF FRESNO**

4   
5 \_\_\_\_\_  
6 Jim Yovino

  
7 \_\_\_\_\_  
8 Steve Brandau, Chairman of the Board  
9 of Supervisors of the County of Fresno

10 Jim Yovino, Superintendent  
11 \_\_\_\_\_  
12 Fresno County Superintendent of Schools  
13 \_\_\_\_\_  
14 1111 Van Ness Avenue  
15 \_\_\_\_\_  
16 Fresno, CA 93721  
17 \_\_\_\_\_

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

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By:   
Deputy

**FOR ACCOUNTING USE ONLY:**

Fund: 0001  
Subclass: 34309999  
ORG: 10000  
Account: 4895

**EXHIBIT A**

**2020 – 2021 TIP  
Truancy Intervention Program**

**FINANCIAL OBLIGATIONS OF THE PARTICIPATING  
SCHOOL DISTRICTS AND COUNTY SUPERINTENDENT**

Fresno County school districts participating in the Truancy Intervention Program (“TIP”) have agreed to contribute the following amounts to fund TIP for the 2020 – 2021 fiscal year:

- A. The Fresno County Superintendent of Schools shall contribute \$20,000.00;
- B. Caruthers Unified School District shall contribute \$4,827.06;
- C. Coalinga-Huron Unified School District shall contribute \$15,439.27;
- D. Firebaugh-Las Deltas Unified School District shall contribute \$8,131.50;
- E. Golden Plains Unified School District shall contribute \$6,756.37;
- F. Kerman Unified School District shall contribute \$17,172.51;
- G. Laton Unified School District shall contribute \$2,504.75;
- H. Mendota Unified School District shall contribute \$10,367.67;
- I. Sanger Unified School District shall contribute \$3,830.62;
  - i. Should agreement be extended in subsequent years, Sanger Unified School District shall contribute \$40,047.43 per fiscal year.
- J. Sierra Unified School District shall contribute \$3,500.00;
- K. Washington Colony Elementary shall contribute \$1,549.13; and
- L. Washington Unified School District shall contribute \$9,392.31.

**EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**

**AND \_\_\_\_\_ SCHOOL DISTRICT**

This Agreement is made and entered into by and between the Fresno County Superintendent of Schools ("FCSS") and \_\_\_\_\_ School District ("DISTRICT"), hereinafter referred to as "the Parties." The purpose of this Agreement is to fund the Truancy Intervention Program ("TIP"), a collaborative for addressing chronic absenteeism in Fresno County Schools. TIP shall provide for a coordinated multi-agency effort involving the Fresno County Office of Education; representative Fresno County school districts; and the Fresno County Probation Department ("COUNTY").

Services that shall be provided for the schools participating in TIP are included in the Master Agreement, attached hereto, for purposes of review by the DISTRICT.

THEREFORE, in respect of the mutual promises contained herein, the Parties agree as follows:

**OBLIGATIONS OF THE FCSS**

FCSS shall compensate and remit to COUNTY from the TIP fund to be held in the County School Service Fund, as provided herein, an amount equal to the cost of two (2) Deputy Probation Officers four (5) days per week, not to exceed, in aggregate, the maximum amount payable under this Agreement of \_\_\_\_\_ Dollars.

FCSS, or his designee, shall act as the central facilitator in the TIP program. FCSS shall have the power to terminate the Master Agreement for any reason as specified in the Master Agreement, and thereby release DISTRICT from this MOU from the date of termination of the Master Agreement.

**OBLIGATIONS OF THE DISTRICT**

DISTRICT shall contribute \_\_\_\_\_ Dollars, which is DISTRICT'S portion of the cost of the TIP program.

FCSS shall invoice DISTRICT on a quarterly basis for actual cost of service as billed by Fresno County, and DISTRICT shall pay the fee within thirty (30) days of such invoice. Should DISTRICT payment not be made within thirty (30) days of said invoice, payment will be by automatic transfer approved by the FCSS from DISTRICT'S General Fund account to the TIP fund held in the County School

Service Fund.

DISTRICT shall communicate to the FCSS any act as described in Section 4 of the Master Agreement that may be cause for termination of the Master Agreement. If FCSS terminates Master Agreement, DISTRICT shall contribute its prorated share of its contribution amount up to and including the date of termination.

TERM

This Agreement shall become effective on the 1<sup>st</sup> day of July 2020, and terminate on the 30th day of June 2021.

This Agreement constitutes the entire agreement between FCSS and DISTRICT and supersedes all previous understandings regarding this Agreement.

The Parties have executed this Agreement on the day and year written below.

**SUPERINTENDENT**

**DISTRICT**

\_\_\_\_\_  
Jim Yovino, Superintendent  
or Authorized Designee  
Fresno County Schools

\_\_\_\_\_, Superintendent  
\_\_\_\_\_  
School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_