

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 9th__day of __January__, 2018, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and CITY OF SAN JOAQUIN, a general law city, whose address is P.O. Box 758, San Joaquin, CA 93660 (hereinafter "CITY").

WITNESSETH:

WHEREAS, COUNTY and CITY entered into Agreement number 15-371, dated August 11, 2015, pursuant to which CITY agreed to contract with COUNTY for the performance of law enforcement services; and

WHEREAS, COUNTY and CITY entered into Amendment I to Agreement 15-371, dated August 9, 2016, in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2016 (Agreement number 15-371 and Amendment I to Agreement 15-371 are hereinafter collectively referred to as "the Agreement"); and

WHEREAS, COUNTY and CITY now desire to amend the Agreement in order to extend the term of the agreement and change the compensation to be paid by CITY beginning July 1, 2017.

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

1. Section No. 4 TERM, of the Agreement, located on page 4, lines 16 through 18, is deleted in its entirety and replaced with the following:

"This Agreement shall be effective from the 1st day of July, 2015 and shall terminate on the 30th day of June, 2018, unless and until terminated by either party."

1 2. Amended Exhibit A of the Agreement, is deleted in its entirety and
2 replaced with Amended Exhibit A-2, attached hereto and incorporated herein by this
3 reference. All references to Amended Exhibit A in the Agreement are amended to state
4 "Amended Exhibit A-2."

5 COUNTY and CITY agree that this Second Amendment is sufficient to amend the
6 Agreement and, that upon execution of this Second Amendment, the Agreement, Amendment
7 I and this Second Amendment together shall be considered the Agreement.

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

11 This Second Amendment shall be effective July 1, 2017.

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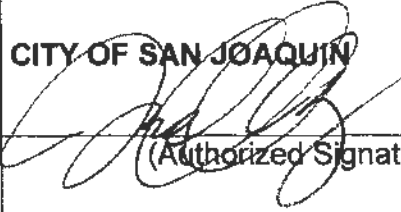
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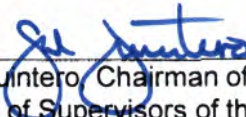
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2 CITY OF SAN JOAQUIN

COUNTY OF FRESNO

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4 (Authorized Signature)


Sal Quintero, Chairman of the
Board of Supervisors of the County of Fresno

5 Julia Hernandez, Mayor

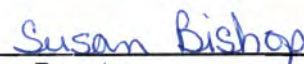
6 P.O. Box 758

7 SAN JOAQUIN, CA 93660

8 Mailing Address

ATTEST:

Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

15 FOR ACCOUNTING USE ONLY:

16 ORG No.: 31113298

Account No.: 4975

17 Requisition No.: N/A

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“Amended Exhibit A-2”

I. Minimum Annual Service Level, Per Deputy

CITY agrees to pay COUNTY for providing minimum service levels of thirty (30) hours a week for fifty-two (52) weeks as follow:

- A. From July 1, 2017 to November 30, 2017 at the overtime hourly rate of \$54.94 per Deputy for twenty-two (22) weeks in an amount that shall not exceed \$7,252.08 (\$36,260.40/5 Months).
- B. From December 1, 2017 to June 30, 2018 at the overtime hourly rate of \$60.43 per Deputy for thirty (30) weeks in an amount that shall not exceed \$7,769.57 (\$54,387.00/7 Months).

COUNTY will invoice the CITY on a monthly basis for minimum services levels, July 1, 2017 through June 30, 2018 in an amount that shall not exceed the overall total of \$90,647.40 for twelve (12) months.

II. Special Events Levels

CITY agrees to pay COUNTY for providing special event service levels as follows:

- A. \$54.94 Per hour, Per Deputy for the period of July 1, 2017 to November 30, 2017
 - B. \$60.43 Per hour, Per Deputy for the period of December 1, 2017 to June 30, 2018.
- Special Events will be billed as consumed.