



Margaret Mims
Sheriff-Coroner
Fresno County Sheriff's Office

ADDENDUM II
BETWEEN THE COUNTY OF FRESNO AND THE CALIFORNIA HIGHWAY PATROL

Effective July 1, 2013, the County of Fresno entered into a Help Eliminate Auto Theft (HEAT) Memorandum of Understanding with the California Highway Patrol and the City of Clovis. On August 11, 2015, the Board of Supervisors approved a retroactive reimbursement Addendum I to the MOU to Fund two (2) years of Overtime and Training in the amount of \$60,000 per year (\$50,000 for Overtime and \$10,000 for Training), effective July 1, 2014 through June 30, 2016. The Memorandum of Understanding and the Addendum I together shall be referred to as the "Agreement".

Due to additional funding from the State of California for the Help Eliminate Auto Theft task force, an Addendum II is required to facilitate reimbursement of these funds. The purpose of this Addendum II is to set guidelines to transfer funds between the Fresno County Sheriff-Coroner's Office (Fiduciary Facilitator for the Help Eliminate Auto Theft – HEAT) and the California Highway Patrol.

The HEAT program provides specified funding to the Fresno County Sheriff-Coroner's Office and may be modified from time to time (hereinafter referred to as the "Agreement"). The Fresno County Sheriff-Coroner shall disperse funds during the period July 1, 2016 through June 30, 2017 that shall not exceed the amounts outlined in Exhibit B, attached hereto and incorporated herein, to offset overtime and training costs to the employees of the California Highway Patrol that are assigned to participate in the HEAT Task Force, pursuant to the terms of the Agreement, the program description and budget, as well as applicable laws, regulations and policies.

Any such transfer of funds between the Fresno County Sheriff-Coroner's Office and the California Highway Patrol shall be in furtherance of the Agreement and the HEAT program. The California Highway Patrol shall submit requests for reimbursement for training expenditures and overtime of its law enforcement personnel participating in a Task Force to the Task Force Commander. The request for reimbursement will be in accordance with the Agreement and this Addendum II. Once the request has been approved by the Task Force Commander and any other applicable persons, the reimbursement request will be forwarded to the Fresno County Sheriff-Coroner's Office with proper documentation through the Task Force reimbursement requests. If a request for reimbursement does not follow rules and regulations or there are not sufficient remaining grant funds to make the reimbursement, the Fresno County Sheriff-Coroner's Office will not make reimbursement and the burden of the cost will be at the expense of the California Highway Patrol.

Dedicated to Protect & Serve

Each party shall assume the responsibility and liability of the acts and omissions of its own elected representatives, officers, agents, volunteers, or employees in connection with the performance of their official duties under the Agreement and this Addendum. For tort liability purposes, no participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

It is the intent of the parties, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

The parties agree that Section 12, TERMS OF AGREEMENT, beginning on Page 9 of the Agreement, shall be deleted and replaced with the following: "This Agreement shall become effective on the 1st day of July, 2013 and shall terminate on the 30th day of June, 2017. The MOU will be reviewed annually. Participating agencies may elect to terminate the agreement at any time. Any agency wishing to do so shall indicate such intent in writing to the Executive Committee. The termination shall be deemed to take effect not less than 30 days after receipt of the written notice or upon a date established by mutual agreement".

This addendum will be effective from July 1, 2016 and will expire on June 30, 2017 or until expiration of the funds itself, whichever is earlier.

CALIFORNIA HIGHWAY PATROL

COUNTY OF FRESNO



Nick Norton, Chief
California Highway Patrol

Date: 19 July 2014

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

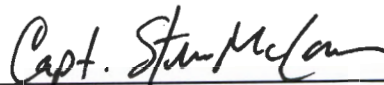
By Susan Bishop
Deputy



Ernest "Buddy" Mendes
Chairman, Board of Supervisors

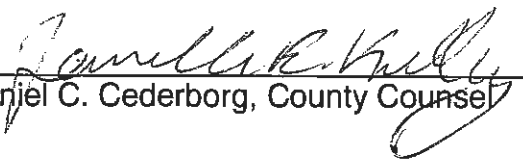
Date: September 13, 2016

REVIEWED & RECOMMENDED FOR
APPROVAL

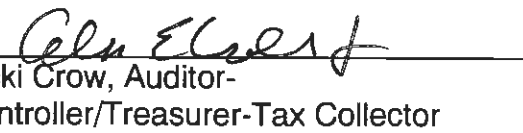


for MARGARET MIMS, Sheriff-Coroner
Fresno County Sheriff's Office

APPROVED AS TO LEGAL FORM


Daniel C. Cederborg, County Counsel

APPROVED AS TO ACCOUNTING
FORM


Vicki Crow, Auditor-
Controller/Treasurer-Tax Collector

For Accounting Use Only

Fund: 0001
Org: 31113327
Account: 7295

“Exhibit B”

FY 2016-17 Funding Outline

Under the guidelines of the Help Eliminate Auto Theft – HEAT, the Fresno County Sheriff-Coroner's Office agrees to reimburse California Highway Patrol for the following:

- A. Training: From July 1, 2016 through June 30, 2017 the Sheriff's Office will reimburse the California Highway Patrol and amount that shall not exceed \$10,000.
- B. Overtime: From July 1, 2016 through June 30, 2017 the Sheriff's Office will reimburse the California Highway Patrol and amount that shall not exceed \$50,000.