

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 3rd day of May, 2022, 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: Caruthers, Coalinga-Huron, Firebaugh-Las Deltas, Golden Plains, Kerman, Laton, Mendota, Sanger Unified School District, 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 retroactive 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, a retroactive first amendment was completed on May 25, 2021 to add Sanger Unified School District to TIP;

WHEREAS, Orange Center Elementary School District and Raisin City Elementary School District desire to join the TIP to help decrease truancy, improve attendance, and increase learning opportunities within each District; and

WHEREAS, COUNTY and FCSS now desire to amend the Agreement in order to add Orange Center Elementary School District and Raisin City Elementary School District into the Agreement, and increase the funding of TIP, in order to support the provision of services to Orange Center Elementary School District and Raisin City Elementary 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 7 through 11 are deleted, and replaced with the following:

1 "Caruthers, Coalinga-Huron, Firebaugh-Las Deltas, Golden Plains, Kerman, Laton,
2 Mendota, Orange Center Elementary School District, Raisin City Elementary School District,
3 Sanger Unified School District, Sierra and Washington Unified School Districts, Washington
4 Colony Elementary School District, and Fresno County Office of Education's Violet Heintz
5 Education Academy, each of which may be referred to individually as a "DISTRICT" and
6 collectively as "DISTRICTS." "

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

9 "OBLIGATIONS OF FCSS

10 A. FCSS shall compensate and remit to the COUNTY from the TIP fund, held by FCSS, an
11 amount that will partially fund the costs of the services of two (2) Deputy Probation Officers,
12 five (5) days per week. The maximum annual amount payable under this Agreement shall not
13 exceed one hundred and three thousand, four hundred and seventy-one dollars and nineteen
14 cents (\$103,471.19), for the first year of the Agreement, one hundred and forty-three thousand,
15 three hundred and ten dollars and fifty cents (\$143,310.50), for the second year of the
16 Agreement, and one hundred and forty-six thousand, nine hundred and thirty-three dollars
17 (\$146,933) for each subsequent year of the Agreement.

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

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

28 "COMPENSATION/INVOICING: As compensation to the COUNTY for the

1 performance of its services under this Agreement, FCSS agrees to pay the COUNTY, and the
2 COUNTY agrees to receive compensation as follows: For the first year of the Agreement,
3 FCSS shall pay to the COUNTY an annual maximum compensation amount not to exceed one
4 hundred and three thousand, four hundred and seventy-one dollars and nineteen cents
5 (\$103,471.19), in three (3) payments of twenty-four thousand, nine hundred and ten dollars and
6 fourteen cents (\$24,910.14), and one (1) payment of twenty-eight thousand, seven hundred
7 and forty dollars and seventy-seven cents (\$28,740.77), paid on or about the dates of October
8 1, January 1, March 1 and June 1. For the second year of the Agreement, FCSS shall pay to
9 the COUNTY an annual maximum compensation amount not to exceed one hundred and forty-
10 three thousand, three hundred and ten dollars and fifty cents (\$143,310.50), in two (2)
11 payments of thirty-four thousand, nine hundred and twenty-two dollars (\$34,922), paid on or
12 about the dates of October 1 and January 1, and two payments of thirty-six thousand, seven
13 hundred and thirty-three dollars and twenty-five cents (\$36,733.25) paid on or about the dates
14 of March 1 and June 1. For each subsequent year that the Agreement is extended, upon
15 mutual written agreement of FCSS and the Chief Probation Officer or his or her designee,
16 FCSS shall pay to the COUNTY an annual maximum compensation amount not to exceed one
17 hundred and forty-six thousand, nine hundred and thirty-three dollars (\$146,933), in four (4)
18 payments of thirty-six thousand, seven hundred and thirty-three dollars and twenty-five cents
19 (\$36,733.25), paid on or about the dates of October 1, January 1, March 1 and June 1.
20 COUNTY shall invoice FCSS as follows: Fresno County Superintendent of Schools, 1111 Van
21 Ness Avenue, Fresno, CA 93721. Payments shall be made by FCSS within forty-five (45) days
22 of invoice for services provided by COUNTY.

23 In no event shall compensation paid for services performed under this Agreement
24 exceed six hundred and eighty-seven thousand, five hundred and eight dollars and sixty-nine
25 cents (\$687,580.69) during the total potential five (5) year term of this Agreement.

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

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

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

6 The parties agree that this Second Amendment may be executed by electronic signature as
7 provided in this section. An "electronic signature" means any symbol or process intended by an
8 individual signing this Second Amendment to represent their signature, including but not limited to (1)
9 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
10 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
11 signature affixed or attached to this Second Amendment (1) is deemed equivalent to a valid original
12 handwritten signature of the person signing this Second Amendment for all purposes, including but not
13 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
14 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
15 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
16 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
17 signature represents that it has undertaken and satisfied the requirements of Government Code
18 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
19 upon that representation. This Second Amendment is not conditioned upon the parties conducting the
20 transactions under it by electronic means and either party may sign this Second Amendment with an
21 original handwritten signature.

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

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27
28 //

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

2
3 SUPERINTENDENT

COUNTY OF FRESNO

4
5 Jim Yovino

Dr. Hank Gutierrez, Deputy Superintendent

Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

6 Jim Yovino, Superintendent

7 Fresno County Superintendent of Schools

8 1111 Van Ness Avenue

9 Fresno, CA 93721

10 ATTEST:

Bernice E. Seidel

11 Clerk of the Board of Supervisors

12 County of Fresno, State of California

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15
16 By: Hanana

Deputy

17 FOR ACCOUNTING USE ONLY:

18 Fund: 0001

19 Subclass: 34309999

20 .
21 ORG: 10000

22 Account: 4895
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EXHIBIT A

**2021 – 2022 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 2021 – 2022 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. Orange Center Elementary School District shall contribute \$1,897.50;
 - i. Should agreement be extended in subsequent years, Orange Center Elementary School District shall contribute \$3,795 per fiscal year.
- J. Raisin City Elementary School District shall contribute \$1,725.00;
 - i. Should agreement be extended in subsequent years, Raisin City Elementary School District shall contribute \$3,450 per fiscal year.
- K. Sanger Unified School District shall contribute \$40,047.43;
- L. Sierra Unified School District shall contribute \$3,500.00;
- M. Washington Colony Elementary shall contribute \$1,549.13; and
- N. Washington Unified School District shall contribute \$9,392.31.