

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 9th day of January, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and the FRESNO UNIFIED SCHOOL DISTRICT, whose address is 2309 Tulare Street, Fresno, CA 93721 ("FUSD").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 17-411, dated August 8, 2017 (the "Agreement"), pursuant to which FUSD agreed to provide partial funding for services to pupils attending FUSD that are court wards on probation with Fresno County; and

WHEREAS, COUNTY and FUSD now desire to amend the Agreement to add overtime compensation in the event of a work stoppage.

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

1. Section 1. **OBLIGATIONS OF FUSD** of the Agreement, located on page 1, lines 19 through 21, is deleted in its entirety and replaced with the following:

"1. OBLIGATIONS OF FUSD:

FUSD shall compensate and remit payment to COUNTY, as provided herein, an amount not to exceed, \$300,000 for eight (8) Deputy Probation Officers to be responsible for ordinary probation services on a full-time basis at FUSD school sites in Fresno.

In the event of a work stoppage (teacher strike), FUSD shall compensate COUNTY at an hourly rate not to exceed \$56.64, up to a maximum of 1,500 total overtime hours, for the Deputy Probation Officers assigned to FUSD school sites to provide overtime services as needed for an increased Probation presence at such FUSD

1 school sites."

2 2. Section 2. **OBLIGATIONS OF COUNTY** of the Agreement, beginning on page 1,
3 lines 22 is amended to add the following subsection I. immediately following subsection H.
4 ending on page 2, line 19:

5 "I. In the event of a work stoppage, and at the request of FUSD, the Fresno County
6 Probation Department shall assign Deputy Probation Officers to provide an increased
7 Probation presence at FUSD school sites in Fresno. Services shall be provided for a
8 maximum of 10 hours per day for a maximum of 1,500 total hours."

9 3. Section 5. **COMPENSATION/INVOICING** of the Agreement, beginning on page
10 3, lines 24 and ending on page 4, line 4, is deleted in its entirety and replaced with the following:

11 **"5. COMPENSATION/INVOICING:**

12 As base compensation to COUNTY for the performance of services under this
13 Agreement, FUSD agrees to pay COUNTY and COUNTY agrees to receive
14 compensation as follows: Four (4) payments of \$75,000 paid on or after the dates of
15 October 1, 2017 and January 1, March 1 and June 1, 2018, respectively, \$300,000.

16 As compensation to COUNTY for the performance of overtime services at FUSD
17 school sites in Fresno to increase Probation presence in the event of a work stoppage,
18 FUSD agrees to pay to COUNTY a maximum of \$84,960 for overtime salary costs based
19 on an hourly rate not to exceed \$56.64.

20 The maximum amount payable, in aggregate, under this Agreement shall not
21 exceed \$384,960.

22 COUNTY shall invoice FUSD as noted in this section, addressed to: Fresno
23 Unified School District Accounting Department, 2309 Tulare Street, Fresno, CA 93721.
24 Payments by FUSD shall be made within (45) days of receipt of an invoice for services

provided by COUNTY."

COUNTY and CONTRACTOR agree that this

First Amendment is sufficient to amend the Agreement and, that upon execution of this First Amendment, the Agreement and this First Amendment together shall be considered the Agreement.

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

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

CONTRACTOR

COUNTY OF FRESNO


(Authorized Signature)


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

Paul Rosencrans, Executive Director of Purchasing

Print Name & Title

Fresno Unified School District

2309 Tulare Street

Fresno, CA 93721


Mailing Address

ATTEST:

Bernice E. Seidel

Clerk to the Board of Supervisors

County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 34300540

Account No.: 4895