

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 6th day of August, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and each provider listed in Exhibit A, attached hereto and incorporated herein, collectively referred to herein as "CONTRACTORS", and any additional Contractors that may from time to time be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTORS entered into Agreement number 17-297, dated June 20, 2017 ("Agreement"), pursuant to which CONTRACTORS has provided training courses that are Standards & Training for Corrections (STC) certified by the State and Community Corrections (BSCC); and

WHEREAS, the need for additional STC training courses and the addition of a vendor to the Agreement, previously under a separate agreement, has exceeded the original compensation included in the Agreement

WHEREAS, COUNTY and CONTRACTORS now desire to amend the Agreement to accommodate these increased needs, and accordingly increase the maximum annual and total compensation amounts payable to CONTRACTORS under the Agreement.

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

1. Section 5 of the Agreement, "COMPENSATION/INVOICING," is deleted in its entirety, and replaced with the following:

"5. COMPENSATION/INVOICING

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation for training services actually provided by such CONTRACTOR.

Under no circumstances shall payments made by the COUNTY to all CONTRACTORS, collectively, under this Agreement exceed \$115,000 annually, from the execution date of the Agreement through May 31, 2018. Under no circumstances shall payments made by the COUNTY to all CONTRACTORS, collectively, under this Agreement exceed \$170,000 annually,

1 from June 1, 2018 through the remaining term of this Agreement. In no event shall the
2 maximum compensation amount payable by the COUNTY to all CONTRACTORS collectively
3 under this Agreement for the total potential five (5) year contract term exceed \$795,000. It is
4 understood that all expenses incidental to a CONTRACTOR'S performance of services under
5 this Agreement shall be borne by such CONTRACTOR.

6 CONTRACTOR shall submit invoices for training costs, which shall not exceed
7 the maximum cost set by STC, per trainee, per day, for training courses provided to the
8 Probation Department. Each invoice shall reference this Agreement number, shall be
9 addressed to the County of Fresno Probation Department, and shall either mailed to the
10 Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725, or electronically sent
11 to: ProbationInvoices@co.fresno.ca.us. COUNTY shall pay CONTRACTOR within forty-five
12 (45) days after receipt and verification of CONTRACTOR'S invoices by COUNTY'S Probation
13 Department."

14 2. COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
15 Agreement, and that upon execution of this First Amendment, the Agreement and this First Amendment
16 together shall be considered the Agreement.

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

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1 IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and
2 year first hereinabove written:

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4 **CONTRACTOR:**
5 See attached signature page

COUNTY OF FRESNO:



Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

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

14 By: Susan Bishop
15 Deputy

18
19 **FOR ACCOUNTING USE ONLY**

20 Fund: 0001
21 Subclass: 10000
22 Org. No. 34309999
23 Acct. No.: 7295
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By executing this signature page, CONTRACTOR agrees that it is a party to Agreement number 17-297, dated June 20, 2017, as amended, and is bound by its terms.

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CONTRACTOR:

3 Squad Tactical
3501 Mall View Rd, #115-284
Bakersfield, CA 93306

A handwritten signature in black ink, appearing to read 'Richard Garrett', is written over a horizontal line.

Richard Garrett, Owner

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2 17-297, dated June 20, 2017, as amended, and is bound by its terms.

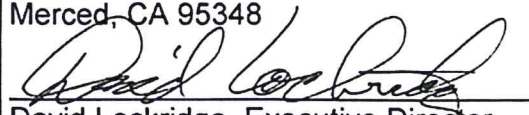
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4 and year first hereinabove written.

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6 **CONTRACTOR:**

7 ACE Overcomers

8 3343 M St.

9 Merced, CA 95348

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David Lockridge, Executive Director

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6 **CONTRACTOR:**

7 Autism Cop
8 1206 Marble Ct.
9 Hemet, CA 92543

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Brian Lee Herritt, Owner

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6 **CONTRACTOR:**
7 Badge Behavior
8 13481 Calle Colina
9 Poway, CA 92064



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11 Thomas J. Broxtermann, Ph.D., Owner
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6 **CONTRACTOR:**

7 Cristando House, Inc.
8 ~~2402 Read Avenue~~
9 ~~Belmont, CA 94002~~

9631 Wexford Circle
Granite Bay, CA 95746

JDC

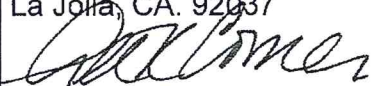
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11 Joseph Cristando, President
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6 **CONTRACTOR:**

7 Custom Training
8 5580 La Jolla Blvd., #411
9 La Jolla, CA. 92037



10 Lee Comer, President

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6 **CONTRACTOR:**

7 DPrep, Inc.
8 705 East Bidwell St. STE 2-357
9 Folsom, CA. 95630

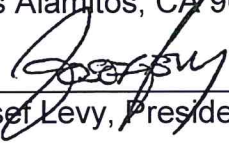
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Elmo Banning, President/CEO

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6 **CONTRACTOR:**

7 Embassy Consulting Services, LLC
8 11278 Los Alamitos Blvd. #232
9 Los Alamitos, CA 90720


10 
Josef Levy, President

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6 **CONTRACTOR:**

7 Island Consulting & Training
8 P.O. Box 13116
9 Burton, WA 98013

10  on Behalf of D. R. Jamie McDermott
Donna R. McDermott, MPPA, CEO

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6 **CONTRACTOR:**

7 JM Consulting
8 5137 N. Del Mar Ave.
9 Fresno, CA 93704

10 Jon F. Morse, Sr.
Jon F. Morse, Sr. M.A., Owner

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7 **CONTRACTOR:**

8 Kenpo Academy of Martial Arts, Inc.
9 2960 E. Nees #105
10 Fresno, CA 93720

11 *Gregory Hansen*


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13 _____
14 Gregory Hansen, President/Trainer
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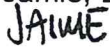
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6 **CONTRACTOR:**

7 L.E. Professional Standards Training
8 9151 Regal Ave.
9 Anaheim, CA 92804

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11 David Jamie, Director

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CONTRACTOR:

M.L. Eslinger & Associates
P.O. Box 876
Shingle Springs, CA 95682



Nicole Eslinger, President

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CONTRACTOR:

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Trained for Life

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13409 Ridgeway Meadows Dr.

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Bakersfield, CA 93314

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Brian Dingle, Owner/Trainer

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