

#15-217

8/20/15

FIRST AMENDMENT

TO

MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding is made and entered into this 22nd day of September 2015, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "Agency"), and COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") (collectively, the "Parties").

RECITALS

WHEREAS, on January 1, 2015, the Parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds awarded from the California Governor's Office of Emergency Services ("CalOES") through the 2014 Grant Funding Cycle – Project Safe Neighborhoods (hereinafter referred to as "PSN" or as the "Program"), funded by the United States Department of Justice ("DOJ"); and

WHEREAS, the Program is intended to focus special effort on creating safe neighborhoods through a sustained reduction in crime associated with gang and gun violence; and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with CalOES ("Grant") consistent with the Program, Agency through its Police Department ("FPD") is working in partnership with COUNTY for the purpose of providing services through the Fresno County District Attorney's Office ("DA") and the Fresno County Sheriff's Office ("Sheriff"); and

WHEREAS, upon direction by CalOES and the DOJ, the Parties desire to expand upon and clarify certain items in the Program Budget attached as Exhibit A to the MOU and additionally, to extend the term of the MOU to July 31, 2017.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend the MOU as follows:

1. The following explanatory paragraph shall be added to Exhibit A under the line item, "JAIL BED SPACE," so that the item is written as follows:

"JAIL BED SPACE:

3 Jail Beds @ \$104.00 per day = Total \$113,880

The three jail beds will only be charged to the PSN grant when occupied, and the Fresno County Sheriff's Office will track the bed usage and bill the Fresno Police Department accordingly. County jail daily logs will be used to track the inmate beds

used for this PSN project. Statistics to be tracked include: lead agency referring inmate; date(s) of referral; inmate's date of birth; number of days inmate is incarcerated; and inmate release date. These logs will be cross referenced with County's invoice for reimbursement.

These three jail beds will be used for gang members either from the target area (Calwa neighborhood) or for gang members associated/connected/linked with those from the target area (including rival gangs). The goal of utilizing these jail beds is to lower the amount of gang and gun violence occurring in the target area (Calwa Neighborhood).

2. The following explanatory paragraph shall be added to Exhibit A under the line item, "Overtime for MAGEC Personnel," so that the item is written as follows:

"OVERTIME FOR MAGEC PERSONNEL:

Deputy Sheriff Overtime Hours = Total \$19,600

Sheriff Sergeant Overtime Hours = Total \$13,420

Sheriff Lieutenant Overtime Hours = Total \$7,029

Sheriff's office overtime duties will include proactive investigation and suppression duties and post incident(s) investigations, including, but not limited to: surveillance; gang injunction enforcement; collaborating with Fresno Police Department and the district attorney's office in the coordinating effort for civil gang injunction. Due to continued county and city budget shortfalls, allowable funding for day-to-day enforcement efforts have limited both agency's abilities to augment exertions in the design and implementation of a multi-agency gang injunction project. The additional funding needed for staff time to implement gang injunctions could not occur without grant funds due to existing budget constraints at the county and city level."

3. The term of the MOU shall be extended to July 31, 2017; accordingly Section 4(A) of the MOU shall be updated to indicate the term of the MOU ends July 31, 2017, and the title of Exhibit A shall be amended to read: "Exhibit A, Cost Breakdown for County of Fresno Regarding the 2014 Project Safe Neighborhoods (PSN) grant program (Performance Period of October 1, 2014 - July 31, 2017)."

All provisions, terms, conditions and exhibits comprising the MOU not modified by this First Amendment shall remain in full force and effect.

Exhibit A-1
Cost Breakdown for County of Fresno Regarding the
2014 Project Safe Neighborhoods (PSN) grant program
(Performance Period of January 1, 2015- July 31, 2017)

BUDGET

FRESNO DISTRICT ATTORNEY'S OFFICE

CHIEF DEPUTY DISTRICT ATTORNEY:

.08 FTE (Annual Salary \$128,414) = \$10,273 per year = Total \$20,546

.08 FTE (Annual Fringe \$93,795) = \$7,504 per year = Total \$15,007

Total Cost to the Fresno District Attorney's Office: \$35,553

FRESNO SHERIFF'S OFFICE

JAIL BED SPACE:

3 Jail Beds @ \$104.00 per day = Total \$113,880

The three jail beds will only be charged to the PSN grant when occupied, and the Fresno County Sheriff's Office will track the bed usage and bill the Fresno Police Department accordingly. County jail daily logs will be used to track the inmate beds used for this PSN project. Statistics to be tracked include: lead agency referring inmate; date(s) of referral; inmate's date of birth; number of days inmate is incarcerated; and inmate release date. These logs will be cross-referenced with County's invoice for reimbursement.

These three jail beds will be used for gang members either from the target area (Calwa neighborhood) or for gang members associated/connected/linked with those from the target area (including rival gangs). The goal of utilizing these jail beds is to lower the amount of gang and gun violence occurring in the target area (Calwa Neighborhood).

OVERTIME FOR MAGEC PERSONNEL:

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abilities to augment efforts in the design and implementation of a multi-agency gang injunction project. The additional funding needed for staff time to implement gang injunctions could not occur without grant funds, due to existing budget constraints at the county and city level.

Total Cost to the Fresno Sheriff's Office: \$153,929

Total Cost for the Duration of this AGREEMENT: \$189,482

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to become effective as of the day and year first hereinabove written.

Board of Supervisors

CITY OF FRESNO,
a California municipal corporation

By: 
Jerry Dyer, Chief of Police
Fresno Police Department

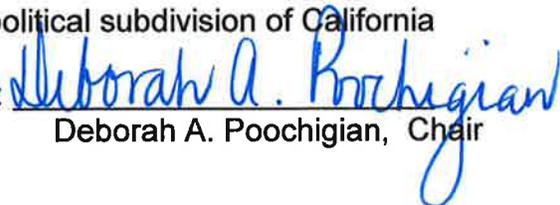
ATTEST:
YVONNE SPENCE, CMC
City Clerk, City of Fresno

By:  10-1-2015
Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney, City of Fresno

By:  10.1.15
Amanda B. Freeman, Deputy

Address: City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

COUNTY OF FRESNO,
a political subdivision of California
By: 
Deborah A. Pochigian, Chair

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 

APPROVED AS TO LEGAL FORM:
DANIEL CEDERBORG
County Counsel

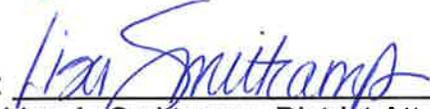
By: 
Deputy

APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax
Collector

By: 

FOR APPROVAL:

By: 
Margaret Mims, Sheriff

By: 
Lisa A. Smittcamp, District Attorney

Address:
County of Fresno
Attn: Margaret Mims, Sheriff
Fresno County Sheriff's Department
2200 Fresno Street
Fresno, CA 93717