

**AMENDMENT #2
TO
CONTRACT NO. 2011007
BETWEEN
MERCED COUNTY
AND
MERCED COMMUNITY COLLEGE DISTRICT**

THIS amendment to Contract No. 2011007 is executed by and between the County of Merced, a political subdivision of the State of California for Merced County Sheriff's Department (hereinafter called "COUNTY"), and Merced Community College District (hereinafter called "COLLEGE").

This amendment is hereby annexed to and made a part of the printed part of the agreement to which it is attached, or modifies the existing agreement between the parties. In each instance in which the provisions of this amendment shall contradict or be inconsistent with the provisions of the printed portion of the agreement, the provision of this amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this amendment.

This amendment shall be deemed to have been duly approved when executed by both parties to the original agreement. Once duly approved, this amendment shall become effective as of the date signed by the Chairman of the Merced County Board of Supervisors.

MODIFICATIONS:

- 1). Section 1 entitled "COUNTY Covenants" is amended to read as follows:
 - A. The Sheriff of Merced County Shall, after consulting with, and with the consent of the COLLEGE, designate a sworn Sergeant from the Merced County Sheriff's Office to serve as a full time (40 hours per week) Law Enforcement Manager for the COLLEGE. The Law Enforcement Manager so designated shall set his or her schedule on a weekly basis according to the needs of the COLLEGE, and with the agreement of the Sheriff.
 - B. Should the COLLEGE at any time become dissatisfied with the Law Enforcement Manager, it shall submit a written request for a replacement Law Enforcement Manager to the Sheriff. Upon receipt of said request, the Sheriff shall review the request and at his/her sole discretion keep the existing Law Enforcement Manager or select a replacement. The Sheriff or his/her designee shall prepare a written response to the COLLEGE request for a replacement Law Enforcement Manager stating the Sheriff's decision no later than thirty (30) days after receipt of the COLLEGE's request.

- 1). Section 5 entitled "TERM" is amended by addition of the following:

The term of this agreement is extended for three (3) additional years. This extension will commence the 1st day of July 2016 and continue through the 30th day of June 2019, subject to termination as set forth in the contract.

- 2) Section 6 entitled "COMPENSATION" is amended by addition of the following:

In consideration of COUNTY performing such work as set forth under Section, "SCOPE OF

SERVICES", and COLLEGE shall pay COUNTY the following pursuant to the extension: FY2016/2017 \$171,405.00 annually, \$14,283.25 monthly, FY2017/2018 \$174,540.00 annually, \$14,545.00 monthly and FY2018/2019 \$176,376.00 annually, \$14,698.00 monthly. College shall also pay for extra work beyond a regular 40 hour work week at the then current overtime rate.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the MERCED COUNTY and be mailed to MERCED COUNTY at:

Name: **Merced County Sheriff's Department**
Division: **Administrative Services**
Address: **2222 "M" Street**
City/State/Zip: **Merced, CA 95340**

Except as herein modified, all terms and conditions in said agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced

Merced Community College District

By: _____
Hubert Walsh, Chairman
Merced County Board of Supervisors

By: _____
Dr. Susan Walsh
President

Date: _____

Date: _____

APPROVED AS TO FORM:
Merced County Counsel

Merced County Sheriff's Department

By: _____
Roger Matzkind

By: _____
Vernon H. Warnke,
Sheriff-Coroner

Date: _____

Date: _____