

**FIFTH AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN SOLANO COUNTY PROBATION DEPARTMENT
and SOLANO COUNTY OFFICE OF EDUCATION**

This Fifth Amendment is made on July 1, 2019, between Solano County Probation Department (County) and Solano County Office of Education (SCOE).

1. Recitals

- A. The parties entered into a Memorandum of Agreement (MOA) on July 1, 2014 to operate and perform the administrative functions of the Transitional Education Services project and to provide the County with vocational training and/or job readiness services for minor boys placed in the Challenge Academy.
- B. On July 1, 2015, the parties amended the MOA ("First Amendment") to extend the term and increase the compensation.
- C. On July 1, 2016, the parties amended the MOA ("Second Amendment") to extend the term and increase the compensation.
- D. On July 1, 2017 the parties amended the MOA ("Third Amendment") to extend the term and increase the compensation.
- E. On July 1, 2018 the parties amended the MOA ("Fourth Amendment") to extend the term and increase the compensation.
- F. The County now needs to amend the term to allow for continuation of services through June 30, 2020 and increase the compensation.
- G. This Fifth Amendment represents a twelve (12) month extension and an increase of \$76,561 in total compensation.
- H. The parties agree to amend the MOA as set forth below.

2. Agreement

A. Term of MOA

Section 2 is deleted in its entirety and replaced with:

The Term of this MOA is: July 1, 2014 through June 30, 2020

B. Amount of MOA

Section 3 is deleted in its entirety and replaced with:

The maximum amount of this MOA is: \$459,366.

C. Payment Provisions

This first sentence in Section 1 of Exhibit B is amended as follows:

Maximum compensation for activities performed by the Office of Education shall not exceed \$459,366.

D. Exhibit C *General Terms and Conditions*

Section 8 is deleted in its entirety and replaced with:

8. INSURANCE

A. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.

B. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Effectiveness of MOA

Except as set forth in this Fifth Amendment, all other terms and conditions specified in the MOA remain in full force and effect.

SOLANO COUNTY PROBATION
DEPARTMENT

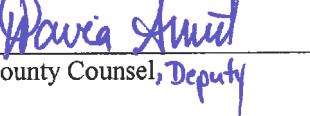
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Chief Probation Officer

SOLANO COUNTY OFFICE OF EDUCATION

By: 
Tommy Welch
Deputy Superintendent
Administrative Services & Operations

By: 
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By: 
County Counsel, Deputy