

**AMENDMENT AND TERMINATION OF
MEMORANDUM OF UNDERSTANDING
REGARDING FISCAL AGENT RESPONSIBILITIES FOR THE
AB109 FUNDED MEMBERS OF THE RIVERSIDE COUNTY POST-RELEASE
ACCOUNTABILITY AND COMPLIANCE TEAM
(AB109 PACT MEMBERS)**

1. PARTIES AND DATE.

This Amendment and Termination Agreement ("Amendment & Termination of AB109 MOU") is made and entered into as of the 24th day of June, 2020 by and between the AB109 Parties defined below.

2. RECITALS.

2.1 2015 Agreement. As of July 1, 2015, the following parties entered into that Memorandum of Understanding Regarding Fiscal Agent Responsibilities for the AB109 Funded Members of the Riverside County Post-Release Accountability and Compliance Team (AB109 PACT Members) ("Agreement"): City of Corona, City of Indio, City of Lake Elsinore, City of Moreno Valley, City of Murrieta, City of Palm Desert and the City of Riverside ("Original AB109 PACT Members").

2.2 Written Amendments. Pursuant to Section 4 of the Agreement, the following parties joined the Agreement and became AB109 PACT Members through duly approved written amendments on or about the dates noted: City of Cathedral City (December 28, 2015), City of Desert Hot Springs (March 29, 2016) and City of Hemet (May 25, 2016) ("Added AB 109 PACT Members").

2.3 Newest Parties. Since the Original AB109 PACT Members and the Added AB109 PACT Members acknowledge that the following parties have been participating as if they have been AB109 PACT Members, even though written amendments to that affect have not yet been executed, the intent of this Amendment & Termination of AB109 MOU is, in part, to formally amend the Agreement to include them pursuant to Section 4 of the Agreement: City of Beaumont and City of Palm Springs ("Newest AB109 PACT Members").

2.4 Defined Terms. The Original AB109 PACT Members, the Added AB 109 PACT Members and the Newest AB 109 PACT Members shall be collectively referred to herein as the AB109 Parties. In addition, unless expressly defined herein, all capitalized terms used in this Amendment & Termination of AB109 MOU shall have the meanings ascribed to them in the Agreement.

2.5 Termination. Since the AB109 Parties believe that the Agreement is no longer necessary, the intent of this Amendment & Termination of AB109 MOU is also to terminate the Agreement pursuant of Section 4 of the Agreement and to authorize the AB109 PACT Fiscal Agent to distribute all remaining AB109 Funds to those AB109 Parties designated herein.

3. TERMS.

3.1 Amendment. The Agreement is hereby amended to add the City of Beaumont and the City of Palm Springs as parties to the Agreement, and thus AB109 PACT Members, retroactively to the date they began providing AB109 services as if they were parties to the Agreement.

3.2 Distribution of AB109 Funds and Termination of Agreement. The AB109 PACT Fiscal Agent is hereby directed to distribute, as further provided for herein, all remaining AB109 Funds available to be distributed after paying any and all needed costs and expenses. Such funds shall be distributed to those AB109 Parties designated in Exhibit "A" attached hereto and incorporated herein by reference ("Final Distribution Parties"). The Final Distribution Parties shall promptly use the funds only to purchase replacement vehicles or other PACT approved equipment, and shall retain written documentation of such qualified expenditure. While the estimated amount of funds to be distributed is provided for in Exhibit "A" attached, the AB109 Parties understand, acknowledge and agree that the final amounts will vary based upon the final accounting of available funds. The AB109 Parties also understand, acknowledge and agree that not all AB109 Parties are receiving a distribution of the AB109 Funds.

3.3 Effective Date of Termination. Pursuant to Section 4 of the Agreement, the effective date of termination of the Agreement shall be the date on which the AB109 PACT Fiscal Agent makes the final distribution of AB109 Funds.

3.4 Entire Agreement; Authority. This Amendment & Termination Agreement shall constitute the final agreement and understanding of the AB109 Parties on the subject matter hereof. Each AB109 Party warrants to the other Parties that the person executing this Amendment & Termination of AB109 MOU on its behalf has the authority to do so on its behalf.

3.5 Adequate Consideration. The AB109 Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment & Termination of AB109 MOU.

3.6 Counterparts. This Amendment & Termination of AB109 MOU may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING 12 PAGES]

CITY OF BEAUMONT
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Sean Thuilliez , Chief of Police
City of Beaumont Police Department

Date

CITY OF CATHEDRAL CITY
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Charles P. McClendon, City Manager
Cathedral City

Date

CITY OF CORONA
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

George Johnstone, Chief of Police
City of Corona Police Department

Date

CITY OF DESERT HOT SPRINGS
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Chuck Maynard, City Manager
City of Desert Hot Springs

Date

**CITY OF HEMET
SIGNATURE PAGE**

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Eddie J. Pust, Chief of Police
City of Hemet Police Department

Date

RECOMMENDED FOR APPROVAL:

Christopher Lopez, City Manager
City of Hemet

Date

CITY OF INDIO
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Mark Scott, City Manager
City of Indio

Date

CITY OF LAKE ELSINORE
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Signature

Date

Name (Print)

Title

CITY OF MORENO VALLEY
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Signature

Date

Name (Print)

Title

CITY OF MURRIETA
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Kim Summers, City Manager
City of Murrieta

Date

CITY OF PALM DESERT
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Signature

Date

Name (Print)

Title

CITY OF PALM SPRINGS
SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:

Signature

Date

Name (Print)

Title

RECOMMENDED FOR APPROVAL:

Chief of Police

Name (Print)

ATTEST:

City Clerk

Name (Print)

APPROVED AS TO FORM:

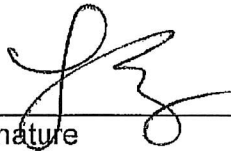
City Attorney

Name (Print)

**CITY OF RIVERSIDE
SIGNATURE PAGE**

IN WITNESS WHEREOF, this Amendment & Termination of AB109 MOU has been executed on behalf of this Party, as evidenced by the signature of its duly authorized representative as of the day and year written herein below.

BY:



Signature

7-16-20

Date

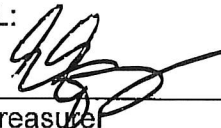
LARRY N. GONZALEZ

Name (Print)

POLICE CHIEF

Title

RECOMMENDED FOR APPROVAL:



Chief Financial Officer/City Treasurer
Edward Enriquez

Name (Print)

ATTEST:

City Clerk

Name (Print)

APPROVED AS TO FORM:



City Attorney (Deputy)

Elliot Min

Name (Print)

EXHIBIT "A"
AB109 PACT FUND FINAL DISTRIBUTION

[SEE ATTACHED 1 PAGE]

AB 109 PACT

Estimated - Remaining Fund Balance, CTD May 2020	\$ 211,973.49
---	----------------------

Final Agency Allocation for Vehicle Replacement
or PACT Approved Equipment:

City of Beaumont	\$ (23,552.61)
City of Cathedral City	\$ (23,552.61)
City of Corona	\$ (23,552.61)
City of Desert Hot Springs	\$ (23,552.61)
City of Hemet	\$ (23,552.61)
City of Indio	\$ (23,552.61)
City of Lake Elsinore	\$0.00
City of Moreno Valley	\$0.00
City of Murrieta	\$ (23,552.61)
City of Palm Desert	\$0.00
City of Palm Springs	\$ (23,552.61)
City of Riverside	\$ (23,552.61)

Paid / Agency Reimbursement Subtotal	\$ (211,973.49)
--------------------------------------	-----------------

Estimated Ending Fund Balance	\$ -
--------------------------------------	-------------

* Amount may change as additional interest posts