

AMENDMENT

THIS AMENDMENT I, hereinafter referred to as Amendment, is made and entered into this 18th day of June, 2019, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as **"COUNTY"**, and **"CENTRO LA FAMILIA ADVOCACY SERVICES"**, a private non-profit organization, whose address is 302 Fresno Street, Suite 102, Fresno, CA 93706, hereinafter referred to as **"CONTRACTOR"**.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-611 effective October 23, 2018, hereinafter referred to as the "Agreement"; and

WHEREAS, the COUNTY engaged the CONTRACTOR for the purpose of providing family advocacy and liaison services in Fresno County for families referred to and involved with the Department of Social Services' (DSS) Child Welfare System; and

WHEREAS, the COUNTY desires to add contract provisions that allow the Director of DSS, or designee, to amend the line items within the contract budget in an amount not to exceed 10% of the maximum compensation and to amend the compensation if necessary as a result of reductions in funding from the State and/or Federal sources; and

WHEREAS, the parties desire to amend the Agreement regarding said changes and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the following text in the Agreement, Page Four (4), beginning with Section Six (6), Line Eighteen (18) with the word **"6. MODIFICATION"** and ending on Page Four (4), Line Twenty (20) with the word **"remainder."** be deleted and the following inserted in its place:

"6. MODIFICATION

A. Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

1 B. Notwithstanding the above, changes to line items in the budget, attached
2 hereto as Exhibit B, in an amount not to exceed 10% of the total maximum compensation as
3 identified in Section Four (4) of this Agreement, may be made with the written approval of
4 COUNTY'S DSS Director or designee and CONTRACTOR. Budget line item changes shall not
5 result in any change to the maximum compensation amount payable to CONTRACTOR, as stated
6 herein.

7 C. CONTRACTOR hereby agrees that changes to the compensation under
8 this Agreement may be necessitated by a reduction in funding from the State and/or Federal
9 Sources. COUNTY's DSS Director or designee may modify the annual maximum compensation
10 depending on State and/or Federal funding availability, as stated in Section Four (4) of this
11 Agreement. CONTRACTOR further understands that this Agreement is subject to any restrictions,
12 limitations or enactments of all legislative bodies which affect the provisions, term or funding of
13 this Agreement in any manner."

14 2. COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
15 Agreement No. A-18-611, and that upon execution of this Amendment, the original Agreement, and
16 this Amendment, shall together 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
19 remain in full force and effect. This Amendment shall become effective upon execution on the day
20 first hereinabove written.

21 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement
22 No. A-18-611 as of the day and year first herein above written.

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1 **CONTRACTOR:**
2 **CENTRO LA FAMILIA**
3 **ADVOCACY SERVICES**

4 By Bob Solis

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7 Print Name: Bob Solis

8 Title: Chair
9 Chairman of the Board, or
10 President, or any Vice President

11
12
13 By Linda Bowman

14
15 Print Name: Linda Bowman

16 Title: CFO
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Date: _____

22 Mailing Address:
23 302 Fresno Street, Suite 102
24 Fresno, CA 93706
Attn: Margarita Rocha, Executive Director

25 Fund/Subclass: 0001/10000
26 Organization: 56107001
27 Organization: 56107664
28 Account: 7870/0

COUNTY OF FRESNO

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

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors of the
County of Fresno, State of California

By Rosei Cuyf