

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement ("Amendment No. 1") is dated June 21, 2022, and is between Poverello House, a Californian non-profit corporation, whose address is 412 F. Street, Fresno CA 93706-3409 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 4, 2019, the County and the Contractor entered into County agreement number 19-233 ("Agreement"), for recidivism reduction services.

B. The County and the Contractor now desire to amend the Agreement to extend the term of the Agreement for one additional year, and one optional 12-month extension.

The parties therefore agree as follows:

1. Section 2, TERM, of the Agreement, located at Page one (1), Section 2, Line Twenty-three (23), and ending on Page One (1) Line Twenty-five (25), is deleted in its entirety, and replaced with the following:

"2. TERM The term of this Agreement shall be for a period of four (4) years, commencing on July 1, 2019, through and including June 30, 2023. This Agreement may be extended one (1) additional twelve-month period, upon written approval of both parties no later than thirty (30) days prior to the expiration of the Agreement."

2. Section 4, COMPENSATION/INVOICING, of the Agreement, located at Page two (2), Section 4, and ending on Page Three (3), Line One (1), is deleted to in its entirety, and replaced with the following:

"4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation as follows: Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$4,166.66) each month, upon submission of monthly activity reports as described in Exhibit A. CONTRACTOR shall submit monthly invoices to the County of Fresno Administrative Office at 2281 Tulare Street, Room 304, Fresno, CA 93721. In no event shall

1 compensation paid for services performed under this Agreement exceed Two
2 Hundred and Fifty Thousand Dollars (\$250,000) during the total possible five-
3 year term of this Agreement. It is understood that all expenses incidental to
4 CONTRACTOR'S performance of services under this Agreement shall be borne
5 by CONTRACTOR. COUNTY shall remit payment for services within forty-five
6 (45) days of the receipt of a service activity report as described in Exhibit A and
7 CONTRACTOR's invoice for same."

8 3. When both parties have signed this Amendment No. 1, the Agreement, and this
9 Amendment No. 1 together constitute the Agreement.

10 4. The Contractor represents and warrants to the County that:

- 11 a. The Contractor is duly authorized and empowered to sign and perform its obligations
12 under this Amendment.
- 13 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
14 to do so and his or her signature on this Amendment legally binds the Contractor to
15 the terms of this Amendment.

16 5. The parties agree that this Amendment No. 1 may be executed by electronic signature
17 as provided in this section.

- 18 a. An "electronic signature" means any symbol or process intended by an individual
19 signing this Amendment to represent their signature, including but not limited to (1) a
20 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
21 electronically scanned and transmitted (for example by PDF document) version of an
22 original handwritten signature.
- 23 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
24 equivalent to a valid original handwritten signature of the person signing this
25 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
26 any administrative or judicial proceeding, and (2) has the same force and effect as
27 the valid original handwritten signature of that person.

1 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
3 2, Title 2.5, beginning with section 1633.1).

4 d. Each party using a digital signature represents that it has undertaken and satisfied
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
6 through (5), and agrees that each other party may rely upon that representation.

7 e. This Amendment No. 1 is not conditioned upon the parties conducting the
8 transactions under it by electronic means and either party may sign this Amendment
9 No. 1 with an original handwritten signature.

10 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
11 all of which together constitute this Amendment.

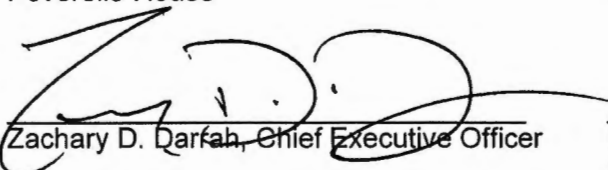
12 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
13 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
14 effect.

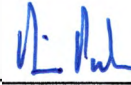
15 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 Poverello House

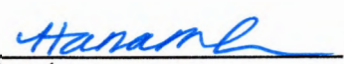
COUNTY OF FRESNO

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5 
6 Zachary D. Darfah, Chief Executive Officer


7 Brian Pacheco, Chairman of the Board of
8 Supervisors of the County of Fresno

9 412 F. Street
10 Fresno, CA 93706

Attest:
11 Bernice E. Seidel
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14 By: 
15 Deputy

16 For accounting use only:

17 Org No.: 3438
18 Account No.: 7295
19 Fund No.: 0271
20 Subclass No.: 13020
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