

AMENDMENT NO. 3 TO SERVICE AGREEMENT

This Amendment No. 3 to Service Agreement (“Amendment No. 3”) is dated April 11, 2023 and is between Fresno County Economic Opportunities Commission, a California non-profit corporation, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On March 20, 2018, the County and the Contractor entered into County Agreement number 18-117 (“Agreement”), for the Contractor to provide its Valley Apprenticeship Connections (“VAC”) program, a construction apprenticeship program with an evidence-based curriculum and approach, to eligible adult offenders with severe barriers to employment under the supervision of County’s Probation Department.

B. On August 6, 2019, the County and the Contractor entered into Amendment No. 1 to the Agreement, to add language allowing for adjustments to the line-item budget of up to 10% of the annual maximum compensation, not to exceed the total annual or contract maximum amounts, with approval of the Chief Probation Officer and the Contractor.

C. On November 29, 2022, the County and the Contractor entered into Amendment No. 2 to the Agreement, to provide an additional 25 slots for eligible adult offenders supervised by County’s Probation Department, to enroll in Contractor’s VAC construction apprenticeship program.

D. The Agreement has been extended by mutual consent of the parties to its full potential five-year term, which is set to expire on April 30, 2023.

E. The County finds it necessary to amend the Agreement to further extend the term of the Agreement, as the County requires additional time to complete the bidding process to obtain a new agreement.

F. The County desires to continue services for the construction apprenticeship program for adult offenders while the bidding process for the new agreement is completed. The Contractor represents that it is able to continue providing the County with the construction apprenticeship program for adult offenders.

1 G. The County and the Contractor now desire to further amend the Agreement to extend
2 the term of the Agreement for four (4) additional months.

3 The parties therefore agree as follows:

4 1. Section 3, entitled "TERM" of the Agreement, located on page one, lines twenty-six
5 through twenty-eight, and page two, lines one through four is deleted in its entirety, and
6 replaced with the following:

7 TERM

8 The term of this Agreement shall be for a period of three (3) years, beginning
9 May 1, 2018, and ending April 30, 2021. This Agreement may be extended for
10 two (2) additional consecutive twelve (12) month periods, and one (1) additional
11 consecutive four (4) month period upon written approval of both parties no later
12 than thirty (30) days prior to the first day of the next extension period. In no event
13 shall the term of this Agreement extend beyond August 31, 2023. The Chief
14 Probation Officer or his/her designee is authorized to execute such written
15 approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
16 performance. This Section 3 in no way limits the County's power to terminate this
17 Agreement, upon written notice, in accordance with Section 4 of this Agreement."

18 2. Paragraph 2 of Section 5, entitled "COMPENSATION/INVOICING" of the Agreement,
19 located on page 3, lines three through six, is deleted in its entirety, and replaced with the
20 following:

21 "Under no circumstances shall payments for compensation made by the County
22 to Contractor under this Agreement exceed \$264,000 annually for years one
23 through four of the Agreement term. The annual maximum compensation amount
24 for year five of the term of the Agreement, plus the four additional month period,
25 from May 1, 2023 through August 31, 2023, which includes \$69,000 allocated
26 from the Edward Byrne Memorial Justice Assistance Grant ("JAG"), shall not
27 exceed \$333,000. The maximum compensation amount payable by the County
28 to the Contractor under this Agreement for the potential five year and four

1 months term shall not exceed \$1,389,000. Contractor shall submit monthly
2 invoices detailing the expenses of the 25 additional JAG participants separately
3 from the expenses of the other adult offenders in its program under the
4 supervision of the Fresno County Probation Department.”

5 3. When both parties have signed this Amendment No. 3, the Agreement, Amendment No.
6 1, Amendment No. 2, and this Amendment No. 3 together constitute the Agreement.

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

8 a. The Contractor is duly authorized and empowered to sign and perform its obligations
9 under this Amendment No. 3.

10 b. The individual signing this Amendment No. 3 on behalf of the Contractor is duly
11 authorized to do so and his or her signature on this Amendment No. 3 legally binds
12 the Contractor to the terms of this Amendment No. 3.

13 5. The parties agree that this Amendment No. 3 may be executed by electronic signature
14 as provided in this section.

15 a. An “electronic signature” means any symbol or process intended by an individual
16 signing this Amendment No. 3 to represent their signature, including but not limited
17 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
18 (3) an electronically scanned and transmitted (for example by PDF document)
19 version of an original handwritten signature.

20 b. Each electronic signature affixed or attached to this Amendment No. 3 is (1) deemed
21 equivalent to a valid original handwritten signature of the person signing this
22 Amendment No. 3 for all purposes, including but not limited to evidentiary proof in
23 any administrative or judicial proceeding, and (2) has the same force and effect as
24 the valid original handwritten signature of that person.

25 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
26 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
27 2, Title 2.5, beginning with section 1633.1).
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d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment No. 3 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 3 with an original handwritten signature.

6. This Amendment No. 3 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 3.

7. The Agreement, as previously amended, and as amended by this Amendment No. 3 is ratified and continued. All provisions of the Agreement, as previously amended, and not amended by this Amendment No. 3 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

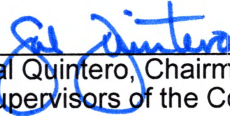
1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 FRESNO COUNTY ECONOMIC
4 OPPORTUNITIES COMMISSION

COUNTY OF FRESNO

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Emilia Reyes, Chief Executive Officer

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Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

8 1900 Mariposa Mall, Suite 350
9 Fresno, CA 93721

Attest:
Bernice Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10
11 By: 

Deputy

12 For accounting use only:

13 Org No.: 34309999
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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