

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Second Amendment") is made and entered into this 14th day of Dec., 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and **CALIFORNIA HEALTH COLLABORATIVE**, a California Non-Profit Organization, whose address is 1680 West Shaw Avenue, Fresno, California, 93711 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement Number A-19-122, dated March 12, 2019, pursuant to which CONTRACTOR agreed to assist and implement small retail vendors in adopting healthy food service and stocking guidelines and to promote compliance with federal lactation accommodation laws in targeted worksites within Fresno County; and

WHEREAS, COUNTY and CONTRACTOR revised certain line items in Exhibit C (Budget) to Agreement No. A-19-122, to reallocate funds between line items in year one's budget, via a memo dated July 26, 2019, and revised certain line items in Exhibit C to carry forward unspent monies from year one to year two's budget, via a memo dated January 21, 2020 (hereinafter collectively referred to as "Memo Amendments"); and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment No. A-19-122-1, dated February 9, 2021, to amend the Agreement per the Centers for Disease Control and Prevention's work plan modifications regarding assisting retail venues to assisting one venue in developing and implementing healthy food service guidelines in one location; and to amend the Agreement to reallocate the second year's cost savings due to COVID-19 disruptions and sheltering in place orders to the third year's budget and extend the work plan timeline; and

WHEREAS, COUNTY and CONTRACTOR agreed in a written letter dated August 18, 2021 to extend the term of the Agreement for an additional twelve (12) month period, terminating September 30, 2022, unless extended by the parties pursuant to section three (3) of the Agreement; and

WHEREAS, Agreement No. A-19-122, together with the Memo Amendments, First Amendment

1 No. A-19-122-1 and the letter agreement extending the term of the Agreement an additional twelve (12)
2 months will hereinafter collectively be referred to as "Agreement No. A-19-122" or "the Agreement"; and

3 WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement to revise
4 Year 3 and Year 4 budgets due to salary increases.

5 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which
6 is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

7 1. That all references in existing COUNTY Agreement No. A-19-122 to "Revised Exhibit C"
8 shall be changed to read "REVISED Exhibit C-1," attached hereto and incorporated herein by this
9 reference.

10 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the
11 Agreement, and that upon execution of this Second Amendment, the Agreement and this Second
12 Amendment together shall be considered the Agreement.

13 The parties agree that this Second Amendment may be executed by electronic signature as
14 provided in this section. An "electronic signature" means any symbol or process intended by an
15 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
16 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
17 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
18 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten
19 signature of the person signing this Amendment for all purposes, including but not limited to
20 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as
21 the valid original handwritten signature of that person. The provisions of this section satisfy the
22 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
23 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
24 signature represents that it has undertaken and satisfied the requirements of Government Code
25 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
26 upon that representation. This Amendment is not conditioned upon the parties conducting the
27 transactions under it by electronic means and either party may sign this Amendment with an original
28 handwritten signature.

1 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
2 covenants, conditions, and promises contained in the Agreement and not amended herein shall
3 remain in full force and effect. This Second Amendment shall be effective retroactive to September 29,
4 2021.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above set forth.

CONTRACTOR:
California Health Collaborative

Steven Ramirz
(Authorized Signature)

Steven Ramirez
Steven Ramirez, CEO

1680 W. Shaw Avenue, Fresno Ca 93711
Mailing Address

COUNTY OF FRESNO

Steve Brandau
Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Lisa Cuyt
Deputy

FOR ACCOUNTNG
USE ONLY:

ORG No.: 56201555
Account No.: 7295
Fund/Subclass: 0001/10000

19-122: Small retail vendors in adopting healthy food service guidelines and to promote compliance with federal lactation accommodation laws in targeted worksites

California Health Collaborative			Year (1)		Year (2)		Year (3)		Year (4)		Year (5)		Total Costs
A Salaries and Wages			3/12/2019-9/29/2019		9/30/2019-9/29/2020		9/30/2020-9/29/2021		9/30/2021-9/29/2022		9/30/2022-9/29/2023		
Position Title	Qual	FTE	Actuals	FTE	Actuals	FTE	Budget	FTE	Budget	FTE	Budget		
Program Director	All #####	0.03	1,095.88	0.03	2,826.32	0.03	4,266.70	0.03	3,972.00	0.03	2,472.00		14,632.90
Program Coordinator	All #####	0.20	4,352.79	0.20	9,765.34	0.20	7,557.70	0.10	7,770.00	0.10	4,635.00		34,080.83
Program Coordinator	All #####	0.10		0.00		0.00	0.00	0.10	0.00	0.10	4,635.00		4,635.00
Total Salaries and Wages			5,448.67		12,591.66		11,824.40		11,742.00		11,742.00		53,348.73
B Fringe Benefits			Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	
		0.30	1,560.55	0.30	3,115.92	0.30	3,547.32	0.30	3,522.60	0.30	3,522.60		15,268.99
Total Personnel			7,009.22		15,707.58		15,371.72		15,264.60		15,264.60		68,617.72
D Equipment			Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget		
N/A													
Total Equipment			0.00		0.00		0.00		0.00		0.00		0.00
E Supplies			Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget		
Office supplies such as paper, pens, ink, binders, folders, etc.	All		3.10		8.44		888.46		300.00		300.00		1,500.00
Total Supplies			3.10		8.44		888.46		300.00		300.00		1,500.00
F Travel			Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget		
Mileage to travel to retail sites, worksites, and meeting locations	All		525.16		214.66		1,434.23		700.00		700.00		
Total Travel			525.16		214.66		1,434.23		700.00		700.00		3,574.05
G Other			Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget		
Communication (Telephone, Internet, etc.) \$190 x 0.23FTE x 12 Months	I		155.33		500.88		915.79		524.00		524.00		2,620.00
Rent (Yr 1: \$282 x 0.23FTE x 12 months)	I		666.84		767.62		899.54		778.00		778.00		3,890.00
Printing of materials, signage and posters	I				59.25		2,340.75		700.00		700.00		3,800.00
Meetings/Trainings - meeting materials, location fees, etc.	S2				0.00		900.00		300.00		300.00		1,500.00
Enhancements	S1		2,669.52		3,231.11		14,330.57		6,375.14		6,375.14		32,981.48
Total Other			3,491.69		4,558.86		19,386.65		8,677.14		8,677.14		44,791.48
Total Direct Costs			11,029.17		20,489.54		37,081.06		24,941.74		24,941.74		118,483.25
H Total Indirect Costs			ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	
Calculated at 15% of total direct costs		0.15	1,654.38	0.15	3,073.43	0.15	5,562.16	0.15	3,741.26	0.15	3,741.26		17,772.49
Total Annual Budget			12,683.55		23,562.97		42,643.22		28,683.00		28,683.00		136,255.74