

AMENDMENT NO. 3 TO SERVICE AGREEMENT

This Amendment No. 3 to Service Agreement ("Amendment No. 3") is dated July 8, 2025 and is between Centro Binacional para el Desarrollo Indigena Oaxaqueño, a California 501 C3 Non-Profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On March 28, 2023, the County and the Contractor entered into a service agreement, which is County agreement number A-23-132, to provide community health support and promote health intervention activities for implementation of Fresno County's Initiative to Address COVID-19 Related Health Disparities.

B. On March 19, 2024, the County and the Contractor entered into a First Amendment, which is County agreement number A-24-129 to correct the Catalog of Federal Domestic Assistance Number and revise the budget.

C. On December 17, 2024, the County and the Contractor entered into a Second Amendment, which is County agreement number A-24-689 (Agreement number A-23-132 , First Amendment number A-24-129, and Second Amendment number A-24-689 collectively, shall be referred to herein as "the Agreement"), to extend the term of the Agreement and revise the budget.

D. The County and the Contractor now desire to further amend the Agreement to (1) extend the term of the agreement and; (2) increase the maximum compensation of the Agreement and; (3) replace Exhibit B with Revised Exhibit B-4 to adjust annual budget amounts to reflect actuals, carryover unspent funds from the current fiscal year three to fiscal year four, and reallocate carryover funds in fiscal year four to adjust for costs of the extended term.

The parties therefore agree as follows:

1. Section 3.2 titled Maximum Compensation of the Agreement located at page Two (2) beginning at line Nineteen (19) with the number "3.2" and ending at line Twenty-Eight (28) with the word "Agreement" is deleted in its entirety and replaced with the following:

1 “3.2 Maximum Compensation. The maximum compensation payable to the
2 Contractor under this Agreement is One Million One Hundred Eighty Thousand
3 Seven Hundred Thirty-Six Dollars and 20/100 (\$1,180,736.20), commencing as
4 of the effective date, for the entire term of the agreement including any
5 extensions set forth by section 4.2 of this Agreement. The Contractor
6 acknowledges that the County is a local government entity, and does so with
7 notice that the County’s powers are limited by the California Constitution and by
8 State law, and with notice that the Contractor may receive compensation under
9 this Agreement only for services performed according to the terms of this
10 Agreement and while this Agreement is in effect, and subject to the maximum
11 amount payable under this section. The Contractor further acknowledges that
12 County employees have no authority to pay the Contractor except as expressly
13 provided in this Agreement.”

14 2. Section 4.1 titled Term of the Agreement located at page Three (3) beginning at line
15 Twenty (20) with the number “4.1” and ending at line Twenty-Two (22) with the word “below” is
16 deleted in its entirety and replaced with the following:

17 “4.1 Term. This Agreement is effective on March 28, 2023 and terminates on
18 December 31, 2026, except as provided in section 4.2, “Extension,” or Article 6,
19 “Termination and Suspension,” below.”

20 3. That all references in Agreement to “Exhibit B”, “Revised Exhibit B”, “Revised Exhibit B-
21 1”, “Revised Exhibit B-2”, and “Revised Exhibit B-3” shall be changed to read “Revised Exhibit
22 B-4”. Revised Exhibit B-4 is attached hereto and incorporated herein by this reference.

23 4. When both parties have signed this Amendment No. 3, the Agreement, Amendment No.
24 1, Amendment No. 2, and this Amendment No. 3 together constitute the Agreement.

25 5. The Contractor represents and warrants to the County that:

26 a. The Contractor is duly authorized and empowered to sign and perform its obligations
27 under this Amendment.
28

1 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
2 to do so and his or her signature on this Amendment legally binds the Contractor to
3 the terms of this Amendment.

4 6. The parties agree that this Amendment may be executed by electronic signature as
5 provided in this section.

6 a. An “electronic signature” means any symbol or process intended by an individual
7 signing this Amendment to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this
13 Amendment for all purposes, including but not limited to evidentiary proof in any
14 administrative or judicial proceeding, and (2) has the same force and effect as the
15 valid original handwritten signature of that person.

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
18 2, Title 2.5, beginning with section 1633.1).

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

22 e. This Amendment is not conditioned upon the parties conducting the transactions
23 under it by electronic means and either party may sign this Amendment with an
24 original handwritten signature.

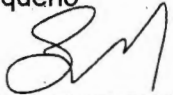
25 7. This Amendment may be signed in counterparts, each of which is an original, and all of
26 which together constitute this Amendment.

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

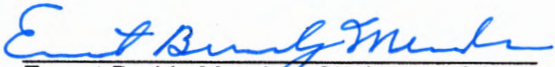
4 *[SIGNATURE PAGE FOLLOWS]*

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


3 Centro Binacional para el Desarrollo Indigena COUNTY OF FRESNO
4 Oaxaqueno

5 
6 Sarait Martinez, Executive Director

7 2911 Tulare Street
8 Fresno, CA 93721

9 
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

10 **Attest:**
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11 By: 
Deputy

12 For accounting use only:

13 Org No.: 56201558, 56201019, 56201022, 56201557, 56201621
14 Account No.: 7295
Fund No. : 0001
15 Subclass No.: 10000
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Revised Exhibit B-4

Agreement Number:		A-24-689										
Agreement Term:		March 28, 2023 - December 31, 2026										
Organization Name:		Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBOIO)										
Personnel Salaries		Y1 Actuals 3/28/23-7/31/23	Approved Y2 Budget 8/1/23-7/31/24	Approved Y3 Budget 8/1/24-7/31/25 (12 Months)	Proposed Y3 Budget 8/1/24-7/31/25 (12 Months)	Proposed Y4 Budget 8/1/25-7/31/26 (12 Months)	Y4 Change	Proposed Y5 Budget 8/1/26-12/31/26 (5 months)	Y5 Change	Approved Total Budget	New Total Budget	Changes/Justifications
Community Health Worker #1		\$ 8,070.00	\$ 39,696.00	\$ 50,343.00	\$50,343.00	\$ 53,418.00	\$ 53,418.00	\$ 13,572.00	\$ 13,572.00	\$ 98,109.00	\$ 165,099.00	CW #1 full-time (100% FTE) responsible for program delivery and community engagement
Community Health Worker #2		\$ 10,296.00	\$ 43,096.00	\$ 49,332.00	\$49,332.00	\$ 45,066.00	\$ 45,066.00	\$ 11,484.00	\$ 11,484.00	\$ 102,724.00	\$ 159,274.00	CW #2 full-time (100% FTE) responsible for program delivery and community engagement
Community Health Worker #3		\$ 2,979.00	\$ 28,825.88	\$ 41,432.00	\$41,432.00	\$ 38,802.00	\$ 38,802.00	\$ 9,918.00	\$ 9,918.00	\$ 73,236.88	\$ 121,956.88	CW #3 full-time (100% FTE) responsible for program delivery and community engagement
Coordinator -		\$ 9,715.20	\$ 45,329.62	\$ 58,900.00	\$58,900.00	\$ 55,506.00	\$ 55,506.00	\$ 14,094.00	\$ 14,094.00	\$ 113,944.82	\$ 183,544.82	Program Coordinator full-time (100% FTE) responsible for overseeing program operations and coordination.
Health Manager		\$ 1,729.66	\$ 6,955.04	\$ 8,809.50	\$8,809.50	\$ 12,228.72	\$ 12,228.72	\$ 3,283.38	\$ 3,283.38	\$ 17,494.20	\$ 33,006.30	Program Manager part-time (20% FTE) oversight and strategic guidance for the program.
Community Health worker #4		\$ -	\$ 17,112.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 17,112.00	\$ 17,112.00	
Subtotal		\$ 32,789.86	\$ 181,014.54	\$ 208,816.50	\$ 208,816.50	\$ 205,020.72	\$ 205,020.72	\$ 52,351.38	\$ 52,351.38	\$ 422,620.90	\$ 679,993.00	
Benefits/Taxes/Workers Compensation												
Fringe Benefits		\$ 4,226.40	\$ 19,149.13	\$ 34,100.00	\$ 34,100.00	\$ 33,766.91	\$ 33,766.91	\$ 8,622.27	\$ 8,622.27	\$ 57,475.53	\$ 99,864.71	This category includes only the actual monthly fringe benefit expenses incurred for personnel directly involved in the project.
Payroll Taxes		\$ 2,751.03	\$ 15,816.23	\$ 15,200.88	\$ 15,200.88	\$ 19,374.46	\$ 19,374.46	\$ 4,947.21	\$ 4,947.21	\$ 33,768.14	\$ 58,089.80	This line item reflects only the actual monthly payroll tax expenses incurred for project personnel
Workers Compensation		\$ 391.27	\$ 1,121.65	\$ 2,148.22	\$ 2,148.22	\$ 2,214.22	\$ 2,214.22	\$ 579.19	\$ 579.19	\$ 3,661.14	\$ 6,454.56	This line item includes only the actual monthly workers' compensation insurance costs associated with project personnel.
Subtotal		\$ 7,368.70	\$ 36,087.01	\$ 51,449.10	\$ 51,449.10	\$ 55,355.59	\$ 55,355.59	\$ 14,148.67	\$ 14,148.67	\$ 94,904.81	\$ 164,409.08	
Total Personnel		\$ 40,158.56	\$ 217,101.55	\$ 260,265.60	\$ 260,265.60	\$ 260,376.31	\$ 260,376.31	\$ 66,500.05	\$ 66,500.05	\$ 517,525.71	\$ 844,402.08	
Equipment												
Computer		\$ 4,718.31	\$ 491.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,209.87	\$ 5,209.87	
Printer		\$ 530.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530.91	\$ 530.91	
Total Equipment		\$ 5,249.22	\$ 491.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,740.78	\$ 5,740.78	
Supplies												
General Office and Program Supplies		\$ 1,583.13	\$ 4,016.66	\$ 5,262.00	\$ 5,262.00	\$ 3,360.00	\$ 3,360.00	\$ 1,400.00	\$ 1,400.00	\$ 10,861.79	\$ 15,621.79	Includes essential items like paper, ink, and program materials. The total adjustment of \$4,760.00 is for Years 4 and 5, with an estimated monthly cost
Printing Material		\$ 396.54	\$ 1,440.00	\$ 2,220.00	\$ 2,220.00	\$ 1,944.00	\$ 1,944.00	\$ 810.00	\$ 810.00	\$ 4,056.54	\$ 6,810.54	Covers printing of flyers, reports, outreach, and other program-related documents. The total adjustment of \$2,754.00 is for Years 4 and 5, with an estimated monthly cost of \$162.00 during this period.
Total Supplies		\$ 1,979.67	\$ 5,456.66	\$ 7,482.00	\$ 7,482.00	\$ 5,304.00	\$ 5,304.00	\$ 2,210.00	\$ 2,210.00	\$ 14,918.33	\$ 22,432.33	
Travel												
Mileage Reimbursement		\$ 1,856.29	\$ 8,039.50	\$ 6,405.10	\$ 6,405.10	\$ 9,840.00	\$ 9,840.00	\$ 4,100.00	\$ 4,100.00	\$ 16,300.89	\$ 30,240.89	Covers travel costs for staff conducting program-related activities. The total adjustment of \$13,940.00 is for Years 4 and 5, with an estimated monthly cost of \$820.00 during this period.
Total Travel		\$ 1,856.29	\$ 8,039.50	\$ 6,405.10	\$ 6,405.10	\$ 9,840.00	\$ 9,840.00	\$ 4,100.00	\$ 4,100.00	\$ 16,300.89	\$ 30,240.89	
Other												
Phone		\$ 475.00	\$ 2,375.18	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 1,000.00	\$ 1,000.00	\$ 5,250.18	\$ 8,650.18	Monthly phone reimbursements for staff involved in program activities. The total adjustment of \$3,400.00 is for Years 4 and 5, with an estimated monthly cost of \$200.00 during this period.
Rent		\$ 2,700.00	\$ 10,800.00	\$ 11,700.00	\$ 11,700.00	\$ 10,800.00	\$ 10,800.00	\$ 4,500.00	\$ 4,500.00	\$ 25,200.00	\$ 40,500.00	Covers the cost of office facilities used by staff for program operations. The total adjustment of \$15,300.00 is for Years 4 and 5, with an estimated monthly cost of \$900.00 during this period.
Utilities		\$ 1,441.00	\$ 5,040.00	\$ 6,499.32	\$ 6,499.32	\$ 5,004.00	\$ 5,004.00	\$ 2,085.00	\$ 2,085.00	\$ 12,980.32	\$ 20,069.32	Covers the cost of office utilities used by staff for program operations. The total adjustment of \$7,089.00 is for Years 4 and 5, with an estimated monthly cost of \$417.00 during this period.
Communication		\$ 373.20	\$ 2,431.61	\$ 1,526.01	\$ 1,526.01	\$ 1,524.00	\$ 1,524.00	\$ 635.00	\$ 635.00	\$ 4,330.82	\$ 6,489.82	and events. The total adjustment of \$2,159.00 is for Years 4 and 5, with an estimated monthly cost of \$127.00 during this period.
Gift Cards		\$ 1,000.00	\$ 16,161.85	\$ 20,700.00	\$ 20,700.00	\$ 10,800.00	\$ 10,800.00	\$ 4,500.00	\$ 4,500.00	\$ 37,861.85	\$ 53,161.85	Used as incentives for community members who participate in program activities. The total adjustment of \$15,300.00 is for Years 4 and 5, with an estimated monthly cost of \$900.00 during this period.
Promotional Material		\$ 5,832.34	\$ 14,376.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,209.30	\$ 20,209.30	
Media Promotion		\$ -	\$ 16,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,000.00	\$ 21,000.00	
Staff Training		\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	
Total Other		\$ 11,821.54	\$ 67,685.60	\$ 47,825.33	\$ 47,825.33	\$ 30,528.00	\$ 30,528.00	\$ 12,720.00	\$ 12,720.00	\$ 127,332.47	\$ 170,580.47	
Total Direct Costs		\$ 61,065.28	\$ 298,774.87	\$ 321,978.03	\$ 321,978.03	\$ 306,048.31	\$ 306,048.31	\$ 85,530.05	\$ 85,530.05	\$ 681,818.18	\$ 1,073,396.55	
Indirect Costs @ 10%		\$ 6,106.53	\$ 29,877.49	\$ 32,197.80	\$ 32,197.80	\$ 30,604.83	\$ 30,604.83	\$ 8,553.01	\$ 8,553.01	\$ 68,181.82	\$ 107,339.65	
Grand Total		\$ 67,171.81	\$ 328,652.36	\$ 354,175.83	\$ 354,175.83	\$ 336,653.15	\$ 336,653.15	\$ 94,083.06	\$ 94,083.06	\$ 750,000.00	\$ 1,180,736.20	