

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 **"COMPREHENSIVE YOUTH SERVICES OF FRESNO, INC.**, a private non-profit organization, whose address is 4545 North West Avenue, Fresno, CA 93705, hereinafter referred to as **"CONTRACTOR"**.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-608, 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 hereto
2 as Exhibit B, in an amount not to exceed 10% of the total maximum compensation as identified in
3 Section Four (4) of this Agreement, may be made with the written approval of COUNTY'S DSS
4 Director or designee and CONTRACTOR. Budget line item changes shall not result in any change
5 to the maximum compensation amount payable to CONTRACTOR, as stated herein.

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

13 2. COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
14 Agreement No. A-18-608, and that upon execution of this Amendment, the original Agreement, and
15 this Amendment, shall together be considered the Agreement.

16 3. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
17 covenants, conditions and promises contained in the Agreement and not amended herein shall
18 remain in full force and effect. This Amendment shall become effective upon execution on the day
19 first hereinabove written.

20 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement
21 No. A-18-608 as of the day and year first herein above written.

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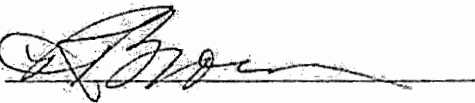
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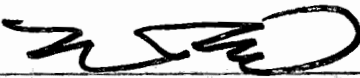
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1 **CONTRACTOR:**
2 **COMPREHENSIVE YOUTH**
3 **SERVICES OF FRESNO, INC.**

COUNTY OF FRESNO

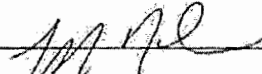
4 By 

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

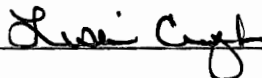
6 Print Name: Richard Beaton

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

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

13 By 

14 Print Name: Sheryl Hneif

By 

15 Title: Treasurer of CYS
16 ~~Secretary (of Corporation), or~~
17 any Assistant Secretary, or
18 Chief Financial Officer, or
any Assistant Treasurer

19 Date: 5-23-19

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21 Mailing Address:
22 4545 N. West Avenue,
Fresno, CA 93705
23 Attn: Becky Kramer, Executive Director

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