

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Third 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 Fresno County Superintendent of Schools, a California Educational Organization, whose address is 1111 Van Ness Avenue, Fresno, California, 93721, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-19-121, dated March 12, 2019, pursuant to which CONTRACTOR agreed to provide physical activity (PA) and nutritional trainings, technical assistance, resources and referral organizations to Early Care and Education (ECE) partners to increase the number of ECE sites to adopt and practice nutritional and PA standards to COUNTY, through its Department of Public Health (Department); and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement (Agreement number 19-121-1), dated March 24, 2020, (hereinafter "First Amendment"), to modify the Compensation/Invoice terms and extend year one Scope of Work timeline into year two; and

WHEREAS, COUNTY and CONTRACTOR entered into a Second Amendment to Agreement (Agreement number 19-121-2), dated February 9, 2021, (hereinafter "Second Amendment"), to reallocate the second year's cost savings due to COVID-19 disruptions to the third year's budget and extend year two Scope of Work timeline into year three; and

WHEREAS, COUNTY and CONTRACTOR agreed in a written letter dated August 18, 2021 to extend the term of Agreement number A-19-121 for an additional twelve (12) month period, terminating September 30, 2022, unless extended by the parties pursuant to section three (3) of Agreement number A-19-121; and

WHEREAS, Agreement No. A-19-121, together with the First Amendment, Second Amendment, and the letter agreement extending the term of the Agreement an additional twelve (12) months will hereinafter collectively be referred to as "Agreement No. A-19-121" or "the Agreement"; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to revise Year 3

1 and Year 4 budgets.

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

4 1. That all references in existing COUNTY Agreement No. A-19-121 to "Revised Exhibit C-
5 1" be changed to read "Revised Exhibit C3," attached hereto and incorporated herein by reference.

6 COUNTY and CONTRACTOR agree that this Third Amendment is sufficient to amend the
7 Agreement and, that upon execution of this Third Amendment, the Agreement and this Third
8 Amendment together shall be considered the Agreement.

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

25 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
26 covenants, conditions, and promises contained in the Agreement and not amended herein shall
27 remain in full force and effect. This Third Amendment shall be effective retroactive to September 29,
28 2021.


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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to


Agreement as of the day and year first hereinabove written.

CONTRACTOR

COUNTY OF FRESNO



(Authorized Signature)



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

Jim Yovino, Superintendent

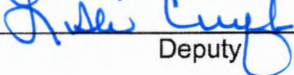
Print Name & Title

(Authorized Signature)

Print Name & Title

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

1111 Van Ness Avenue, Fresno, CA 93721
Mailing Address

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 56201555
Account: 7295

SMA

