THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter "Third Amendment") is made and entered into this 14th_day of ________, 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 Frist 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

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and Year 4 budgets.

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

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

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

The parties agree that this Third Amendment may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). 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. This Third Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Third Amendment with an original handwritten signature.

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

1	IN WITNESS WHEREOF, the parties hereto	have executed this Third Amendment to
2	Agreement as of the day and year first hereinabove	written.
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4	CONTRACTOR	COUNTY OF FRESNO
5	- Arm	
6	(Authorized Signature)	Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno
7	Jim Yovino, Superintendent	c. capa. Hoose of the coaling of the
8	Print Name & Title	
9		
10	(Authorized Signature)	
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12	Print Name & Title	ATTEST:
13		Bernice E. Seidel Clerk of the Board of Supervisors
14	1111 Van Ness Avenue, Fresno, CA 93721 Mailing Address	County of Fresno, State of California
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18		By: Deputy
19		Deputy
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21	FOR ACCOUNTING USE ONLY:	
22	Fund: 0001	
23	Subclass: 10000 ORG: 56201555	
24	Account: 7295	
25	SMA	
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Contract #A-19-121 improve physical activity and increase nutrition content by adopting nutrition and physical activity standards into Early Care and Education programs

FCSS

	nutrition and physical activity s	itrition and physical activity standards into Early								FCSS				
	Fresno County Superintendent			Year (1) 3/12/2019- Year (2) 9/30/2019-			Year (3) 9/30/2020-		Year (4) 9/30/2021-		Year (5) 9/30/2022-			
	of Schools		9/29/2019		9/29/2020		9/29/2021		9/29/2022		9/29/2023		Total	
Α	Salaries and Wages													
	Position Title	nce	Annual Salary	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget	
	Coordinator, Cyndi Dean	OAS3, 1-3	\$83,820.06	0.11	\$2,948.23	0.12	\$10,860.28	0.10	\$13,379.87	0.12	\$15,160.47	0.12	\$10,058.41	\$52,407.25
	Total Salaries and Wages				\$2,948.23	_	\$10,860.28	_	\$13,379.87		\$15,160.47		\$10,058.41	\$52,407.25
В	Fringe Benefits			it Rate	Budget	t Rate	Budget	t Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	
				20%	\$589.66	20%	\$2,172.06	20%	\$2,681.17	20%	\$3,032.09	20%	\$2,011.68	\$10,486.66
	Total Personnel	Defe			\$3,537.89		\$13,032.33		\$16,061.04		\$18,192.56		\$12,070.09	\$62,893.92
D	Equipment	nce OAS3,			Budget		Budget		Budget		Budget		Budget	
	Nutrition education, physical activity	1_3			\$689.82		\$17,990.77		\$20,759.50		\$7,648.88		\$11,617.55	\$58,706.52
	Total Equipment				\$689.82		\$17,990.77		\$20,759.50		\$7,648.88		\$11,617.55	\$58,706.52
Ε	Supplies	Refere nce			Budget		Budget		Budget		Budget		Budget	
•	omice supplies - paper, pens, copy paper, envelopes, folders, etc.	OAS3, 1-3			895.69				400.00		0.00		670.27	1,965.96
	Total Supplies	1= 5			895.69		0.00		400.00		0.00		670.27	\$1,965.96
F	Travel	Refere nce			Budget		Budget		Budget		Budget		Budget	
	Travel covers local mileage and conference mileage and parking fees. 1	OAS3, 1-3			\$288.26				\$739.00		\$0.00		\$345.59	\$1,372.85
	Total Travel				288.26		0.00		739.00		0.00		345.59	\$1,372.85
G	Other	Refere nce			Budget		Budget		Budget		Budget		Budget	
	Coordinator - Childhood Obesity Conference, Anaheim, CA - Registration @ \$375, 3-night stay @ \$189 per night x	OAS3, 1-3			\$963.44				\$199.00				\$1,137.94	\$2,300.38
	. January , c	OAS3, 1-3									\$0.00			\$0.00
	Total Other				\$963.44		\$0.00		\$199.00		\$0		\$1,138	\$2,300.38
	Total Direct Costs				\$6,375.10		\$31,023.10		\$38,158.54		\$25,841.44		\$25,841.44	\$127,239.63
Н	Total Indirect Costs Calculated at CDE approved rate			ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	
	of 10.52%			11%	\$701.26	11%	\$3,412.54	11%	\$4,197.44	11%	\$2,842.56	11%	\$2,842.56	\$13,996.36
	Total Annual Budget				\$7,076.36		\$34,435.64		\$42,355.98		\$28,684.00		\$28,684.00	\$141,236