AMENDMENT I TO AGREEMENT

This First Amendment to Agreement (AGT # 16-691) ("Amendment I") is made and entered into this 22nd day of _______, 2021 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and CENTRO LA FAMILIA ADVOCACY SERVICES, INC., 302 Fresno St, STE 102, Fresno, CA 93706 ("CONTRACTOR"). CONTRACTOR and COUNTY may be referred to in this agreement individually as a "Party" or collectively at times as the "Parties

WITNESSETH

WHEREAS, on December 13, 2016, COUNTY and CONTRACTOR entered into that certain Agreement, identified as County Agreement #16-691 (the "Agreement"), effective January 1, 2017, for Consumer and Family Advocacy services; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term of the Agreement and increase the total compensation payable thereunder in light of the extended term.

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

1. That Section Two (2), <u>TERM</u>, of the Agreement, located on page two (2), beginning on Line Six (6) with the word "This" and ending on Line Eleven (11) with the word "performance" is deleted and replaced with the following:

"The term of this Agreement shall become effective on the first day of January, 2017, through and including the 30th day of June, 2022"

- 2. That Section Four (4), <u>COMPENSATION</u>, Subsections A, and B of the Agreement, located on page three (3), beginning on Line Seven (7) with the letter "A." and ending on Line Seventeen (17) with the number "(\$511,056.00)." is deleted and replaced with the following:
 - "A. The maximum contract amount under this Agreement for the initial six-month term (January 1, 2017 through June 30, 2017), shall not exceed Fifty-Six Thousand Seven Hundred Eighty-Four and No/100 Dollars (\$56,784.00) as set forth in the

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Budget, attached hereto as Exhibit C and incorporated herein by reference. The maximum contract amount under this Agreement for each twelve-month term (July 1, 2017 through June 30, 2018; July 1, 2018 through June 30, 2019) and each twelve-month extended term (July 1, 2019 through June 30, 2020; July 1, 2020 through June 30, 2021; and July 1, 2021 through June 30, 2022) shall not exceed One Hundred Thirteen Thousand Five Hundred Sixty-Eight and No/100 Dollars (\$113,568.00) as set forth in the Exhibit C.

- B. In no event shall the maximum compensation amount under this Agreement for all terms combined (January 1, 2017 through June 30, 2022) exceed Six Hundred Twenty-Four Thousand Six Hundred Twenty-Four and No/100 Dollars (\$624,624.00)."
- 3. That all references in the Agreement to Exhibit C shall be changed to read "Revised Exhibit C". Exhibit C of the Agreement, is deleted in its entirety and replaced with "Revised Exhibit C," attached hereto and incorporated herein by this reference.
- The parties agree that this Amendment may be executed by electronic signature as 4. 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 Amendment is not conditioned upon the parties conducting the

transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

The Parties agree that this Amendment I is sufficient to amend the Agreement, and that upon execution of this Amendment I, the Agreement and this Amendment I together, shall be considered the Agreement.

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.

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