

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 4th day of April, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California hereinafter referred to as "COUNTY", and Focus Forward, a 501c3 non-profit organization, whose address is 3333 East American Avenue, Suite B, Fresno, California, 93725, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-187 dated 10th of May, 2016 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide in-custody and post-release re-entry services for youth committed to the Juvenile Justice Campus (hereinafter "JJC") Commitment facility to COUNTY, as outlined in Request for Proposal (RFP) #952-5403; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to expand the program to include foster care youth in group homes and with foster parents.

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

1. Subsection A of Section 1. of the Agreement, "OBLIGATIONS OF THE CONTRACTOR," at page 1, lines 23 through 25, is deleted in its entirety and replaced with the following:

"A. CONTRACTOR shall operate PREP providing in-custody and post-release re-entry services to participating youth at JJC, and the family members of such youth, including parents/guardians, siblings, foster parents, and group homes."

- 1 2. Subsection D of Section 1. of the Agreement, "OBLIGATIONS OF THE
2 CONTRACTOR," at page 2, lines 8 through 12, is deleted in its entirety and
3 replaced with the following:

4 "D. PREP shall be staffed by CONTRACTOR with at least 3.0 full time
5 equivalent Social Workers who possess a minimum of a Bachelor of
6 Arts/Science Degree in Social Work or closely related field for the social work
7 component and at least 2.5 full time equivalent personnel possessing a
8 minimum education of a High School Diploma or equivalent for the family
9 support component."

- 10 3. Section 5. of the Agreement, "COMPENSATION/INVOICING," beginning on
11 page 4, lines 20 and ending on page 5, line 7, is deleted in its entirety and
12 replaced with the following:

13 "COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
14 receive compensation in accordance with the line item program budgets set
15 forth in Exhibits D and F, attached hereto and incorporated herein by reference.

16 Under no circumstances shall payments made by the COUNTY to
17 CONTRACTOR under this Agreement exceed \$229,800 from June 1, 2016 until
18 the effective date of the First Amendment to this Agreement. Under no
19 circumstances shall payments made by the COUNTY to CONTRACTOR under
20 this Agreement exceed \$59,632 from the effective date of the First Amendment
21 to this Agreement until May 31, 2017. Under no circumstances shall payments
22 made by the COUNTY to CONTRACTOR under this Agreement exceed
23 \$357,794 annually, from June 1, 2017 until the termination of this Agreement.
24 The maximum amount payable by the COUNTY to the CONTRACTOR under

1 this Agreement for the potential five (5) year contract term is \$1,720,608. It is
2 understood that all expenses incidental to CONTRACTOR'S performance of
3 services under this Agreement shall be borne by CONTRACTOR.

4 CONTRACTOR shall submit monthly invoices for actual program
5 expenses to the County of Fresno Probation Department, either by mail to the
6 Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725, or
7 electronically to: ProbationInvoices@co.fresno.ca.us. Payments by COUNTY
8 shall be in arrears, for services provided during the preceding month, within
9 forty-five (45) days after receipt and verification of CONTRACTOR'S invoices by
10 COUNTY'S Probation Department."

- 11 4. New Exhibit F is attached to this First Amendment and made a part of this
12 Agreement.
- 13 5. New Section 16, CONSISTENT FEDERAL INCOME TAX POSITION, is hereby
14 added to and made a part of this Agreement, starting on page 10, line 27, as
15 follows:

16 "15. CONSISTENT FEDERAL INCOME TAX POSITION: CONTRACTOR
17 acknowledges that the JJC has been acquired or improved (and is situated on
18 land that has been acquired) using net proceeds of governmental tax-exempt
19 bonds ("Bond-Financed Facility"). CONTRACTOR agrees that, with respect to
20 this Agreement and the Bond Financed Facility, CONTRACTOR is not entitled to
21 take, and shall not take, any position (also known as a "tax position") with the
22 Internal Revenue Service that is inconsistent with being a "service provider" to
23 the COUNTY, as a "qualified user" with respect to the Bond-Financed Facility,
24 as "managed property," as all of those terms are used in Internal Revenue

1 Service Revenue Procedure 2017-13, and to that end, for example, and not as
2 limitation, CONTRACTOR agrees that CONTRACTOR shall not, in connection
3 with any federal income tax return that it files with the Internal Revenue Service
4 or any other statement or information that it provides to the Internal Revenue
5 Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond
6 Financed Facility, or (b) claim any depreciation or amortization deduction,
7 investment tax credit, or deduction for any payment as rent with respect to the
8 Bond-Financed Facility.”

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

12 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
13 covenants, conditions and promises contained in the Agreement and not amended herein
14 shall remain in full force and effect.

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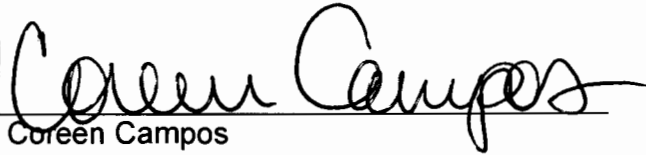
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of
the day and year first hereinabove written.


CONTRACTOR
Focus Forward

COUNTY OF FRESNO



Coreen Campos
Chief Executive Officer

Date: 3/09/17

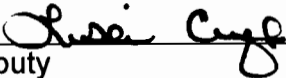


Brian Pacheco
Chairman, Board of Supervisors

Date: April 4, 2017

ATTEST:

Bernice E. Seidel, Clerk
Board of Supervisors

By: 
Deputy

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 REVIEWED & RECOMMENDED
2 FOR APPROVAL

3 
4 Rick Chavez, Chief Probation Officer

5
6 APPROVED AS TO LEGAL FORM:
7 Daniel Cederborg, County Counsel

8
9 By 
10 Deputy

11 APPROVED AS TO ACCOUNTING
12 FORM:
13 Oscar J. Garcia, CPA
14 Auditor-Controller/Treasurer-Tax Collector

15 By 
16 Deputy

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19
20 FOR ACCOUNTING USE ONLY:

21 Fund No.: 0001
22 Subclass No.: 10000
23 Org. No.: 34321970/34309999
24 Acct. No.: 7295

LINE ITEM PROGRAM BUDGET - FOSTER CARE

EXHIBIT F

Organization/Agency: Focus Forward		
Program/Service:		
SALARIES & BENEFITS	Annual Budget	Notes/Comments/Description
Regular Salaries	\$ 41,600	1 FTE Social Worker
Unemployment Insurance	378	5.4% of first \$7,000 of salaries
Retirement Contribution	1,664	
OASDI Contribution	2,579	
Workers Comp Contribution	582	
Health Insurance Contribution	2,400	
Other (describe)	603	Medicare Expense (1.45% of salaries)
Object Total	\$ 49,807	
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Clothing & Personal Supplies		
Mobile Communication		
Telephone Charges	1800	Monthly service for mobile phones (\$150/mo)
Food		
Household Expense		
Liability Insurance	528	\$44/month per staff
Office Expense	300	General supplies (\$50/mo.)
PeopleSoft HR Charge	84	\$7/mo. Per staff
PeopleSoft Financials Charge	2,400	\$200/month per staff
Trans, Travel & Education	4,860	750 miles/mo at \$.54/mile, per staff
Other (Program Supplies)	2,500	Excursions, supportive services, parent handbooks, bus passes, credentials etc.
Other (Training)	500	
Other (Stipends)	6,000	
Other (Program Evaluator)	3000	
Object Total	\$ 21,972	
FIXED ASSETS		
(add description - e.g., vehicle)		
Object Total	\$	-
INDIRECT COST - Max. of 15% of the total program budget per Cost Proposal guidelines		
Object Total	\$ 10,255	12.5% of total budget
TOTAL BUDGET	\$ 82,034	