

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 6th day of June, 2017, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Boys and Girls Clubs of Fresno County, a private non-profit corporation, whose address is 5130 East Clinton Way, Fresno, CA 93727 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 15-240, dated June 16, 2015 ("Agreement"), pursuant to which CONTRACTOR agreed to provide community recidivism and crime reduction services to COUNTY through June 30, 2016; and

WHEREAS, on June 7, 2016, the COUNTY and CONTRACTOR entered into a First Amendment to Agreement ("First Amendment ") to include additional grant funding, extending the initial one (1) year term of the Agreement for an additional one (1) year through June 30, 2017 and increasing the maximum compensation by an additional \$29,687; and

WHEREAS, in light of the availability of Local Innovation Subaccount Funding, COUNTY and CONTRACTOR now desire to amend the Agreement for an additional one (1) year through June 30, 2018 and increase the maximum compensation accordingly.

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

1. Section 2. TERM of the original Agreement, on page 1, lines 26 through 28, as amended, is deleted in its entirety and replaced with the following:

"2. TERM

This Agreement shall become effective on July 1, 2015 and shall terminate on June 30, 2018."

1 2. Section 4, COMPENSATION/INVOICING of the original Agreement, beginning
2 on page 2, line 25 and ending on page 3, line 6, as amended, is deleted in its entirety and
3 replaced with the following:

4 "4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR
5 and CONTRACTOR agrees to receive compensation as follows each month upon
6 submission of monthly activity reports as described in Exhibit B: For the period of July
7 1, 2015 through June 30, 2016, COUNTY shall pay CONTRACTOR \$4,166.67 per
8 month. For the period of July 1, 2016 through June 30, 2017, COUNTY shall pay
9 CONTRACTOR \$2,473.92 per month. For the period of July 1, 2017 through June 30,
10 2018, COUNTY shall pay CONTRACTOR \$3,052.75 per month. CONTRACTOR shall
11 submit monthly invoices to the County of Fresno Administrative Office at 2280 Tulare
12 Street, Room 304, Fresno, CA 93721. COUNTY shall remit payment for services within
13 thirty (30) days of receipt of each monthly service activity report and service invoice."

14 In no event shall services performed under this Agreement be in excess of
15 \$116,320.00 during the term of this Agreement. It is understood that all expenses
16 incidental to CONTRACTOR'S performance of services under this Agreement shall be
17 borne by CONTRACTOR.

18 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to
19 amend the Agreement and, that upon execution of this Second Amendment, the Agreement,
20 the First Amendment and this Second Amendment together shall be considered the
21 Agreement.

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

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

Diane Carbray
(Authorized Signature)

Brian Pacheco

Brian Pacheco
Chairman, Board of Supervisors

Diane Carbray
Print Name & Title
President + CEO

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

540 N. Augusta St, Fresno, CA 93701
Mailing Address

By Susan Bishop
Deputy

DATE: 5/3/17

DATE: Lo-Lo-17

REVIEWED & RECOMMENDED FOR
APPROVAL

Jean M. Rousseau
Jean M. Rousseau, County Administrative
Officer

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING
FORM

Daniel C. Cederborg
Daniel C. Cederborg, County Counsel

Oscar J. Garcia
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

ORG No.: 3438
Account No.: 7295
Requisition No.: [click to type requisition number]