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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 ("COUNTY"), and Youth Centers of America, a Private Non-Profit Corporation, whose address is 580 Tulare Street, Parlier, CA 93648 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 15-242, 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 grand 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 term 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:

Section 2. TERM of the original Agreement, at page 1, lines 26 through 1. 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."

- Section 4. COMPENSATION/INVOICING of the original Agreement, beginning on page 2, line 25 and ending on page 3, line 7, as amended, is deleted in its entirety and replaced with the following:
 - "4. <u>COMPENSATION/INVOICING</u>: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows each month upon submission of monthly activity reports as described in Exhibit B: For the period of July 1, 2015 through June 30, 2016, COUNTY shall pay CONTRACTOR \$4,163.83 per month. For the period of July 1, 2016 through June 30, 2017, COUNTY shall pay CONTRACTOR \$2,473.92 per month. For the period of July 1, 2017 through June 30, 2018, COUNTY shall pay CONTRACTOR \$3,052.75 per month. CONTRACTOR shall submit monthly invoices to the County of Fresno Administrative Office at 2280 Tulare Street, Room 304, Fresno, CA 93721. COUNTY shall remit payment for services within thirty (30) days of receipt of each monthly service activity report and service invoice."

In no event shall services performed under this Agreement be in excess of \$116,286.00 during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR."

COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the Agreement and, that upon execution of this Second Amendment, the Agreement, the First Amendment and this Second Amendment 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 and effect.

1 EXECUTED AND EFFECTIVE as of the date first above set forth. 2 **COUNTY OF FRESNO** CONTRACTOR 3 (Authorized Signature) **Brian Pacheco** Chairman, Board of Supervisors 4 LARA J. Dunu ATTEST: 5 Print Name & Title BERNICE E. SEIDEL, Clerk **Board of Supervisors** P.0453 6 CA 97648 arlin 7 Mailing Address 8 5-2-2017 DATE: DATE: 10-10-17 9 REVIEWED & RECOMMENDED FOR 10 **APPROVAL** 11 12 Jean M. Rousseau, County Administrative Officer 13 APPROVED AS TO ACCOUNTING APPROVED AS TO LEGAL FORM 14 **FORM** 15 16 Oscar J. Garcia, CPA Daniel C. Cederborg, County Counsel Auditor-Controller/Treasurer-Tax Collector 17 FOR ACCOUNTING USE ONLY: ORG No.: 3438 18 Account No.: 7295 [click to type requisition number] Requisition No.: 19 (5/07)20 21 22 23

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