

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "First Amendment") is made and entered into this 14th day of November 2017, by and between **COUNTY OF FRESNO**, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and the **FRESNO PACIFIC UNIVERSITY CENTER FOR PEACEMAKING AND CONFLICT STUDIES**, a 501 (c)(3) non-profit organization, whose address is 4882 E. Townsend Avenue, Fresno, CA (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR's predecessor in interest (the Victim Offender Reconciliation Program or "VORP") entered into Agreement number 15-227, dated June 2, 2015 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide mediation services to seek redress for victims of crime and recompense by offenders to COUNTY; and

WHEREAS, on October 18, 2016, COUNTY consented to VORP's assignment of all of its rights and obligations under the Agreement to CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the compensation payable to CONTRACTOR under the Agreement.

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

1. Section IV. COMPENSATION/INVOICING of the Agreement, located on page 3, lines 4 through 22, is deleted in its entirety and replaced with the following:

"IV. COMPENSATION/INVOICING

For the satisfactory performance of CONTRACTOR's services under this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to

1 receive compensation as follows:

2 For the period of July 1, 2015 to June 30, 2016, the compensation payable to
3 CONTRACTOR hereunder shall not exceed \$24,000 (\$2,000 per month). For the
4 period of July 1, 2016 to June 30, 2017, the compensation payable to CONTRACTOR
5 hereunder shall not exceed \$24,000 (\$2,000 per month).

6 As of the Effective Date, CONTRACTOR's monthly rate shall increase to \$5,500
7 per month. Therefore, for the period of July 1, 2017 to June 30, 2018, the
8 compensation payable to CONTRACTOR hereunder shall not exceed \$50,484, which
9 total is calculated as follows:

10 July 1, 2017 - October 31, 2017: 4 months @ \$2,000/mo. = \$8,000

11 November 1, 2017 - November 13, 2017: 13 days @ \$66.66/day = \$867

12 November 13, 2017 - November 30, 2017: 17 days @ \$183.33/day = \$3,117

13 December 1, 2017 – June 30, 2018: 7 mos. @ \$5,500/mo. = \$38,500

14 For the period of July 1, 2018 to June 30, 2019, the compensation payable to
15 CONTRACTOR hereunder shall not exceed \$66,000 (\$5,500 per month). For the
16 period of July 1, 2019 to June 30, 2020, the compensation payable to CONTRACTOR
17 hereunder shall not exceed \$66,000 (\$5,500 per month).

18 In no event shall the total amount payable by the COUNTY to the
19 CONTRACTOR under this Agreement for the potential five (5) year contract term
20 exceed \$230,484. It is understood that all expenses incidental to CONTRACTOR's
21 provision of services under this Agreement shall be borne by CONTRACTOR.

22 CONTRACTOR shall submit monthly invoices addressed to the Fresno County
23 Probation Department, 3333 E. American Avenue, Suite B, Fresno, CA 93725,
24 Attention: Probation Business Office or via email sent to

1 ProbationInvoices@co.fresno.ca.us. Each invoice shall report the number of
2 Restorative Justice Conferences held that month.

3 Payments by COUNTY shall be made in arrears, for services provided during
4 the preceding month, and made within forty-five (45) days after receipt and verification
5 of CONTRACTOR's properly completed invoices by COUNTY's Probation Department.
6 If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY
7 shall be relieved of its obligation for further compensation."

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

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

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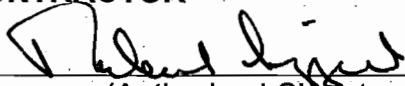
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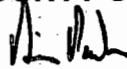
EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

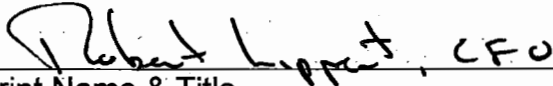
COUNTY OF FRESNO



(Authorized Signature)



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno



Print Name & Title

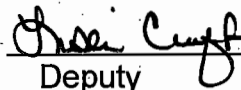
1717 S. CHESTNUT

FRESNO, CA 93702

Mailing Address

ATTEST:

Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 34300200

Account No.: 7295