

AMENDMENT III TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into this 4th day of December, 2018, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **READING AND BEYOND**, a private non-profit corporation, whose address is 4670 E. Butler Avenue, Fresno, CA 93702, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into that certain Agreement, identified as COUNTY Agreement No. 15-603, retroactively effective April 1, 2015, and Amendment I, identified as COUNTY Agreement No. 15-603-1, retroactively effective April 1, 2015, and Amendment II, identified as COUNTY Agreement No. 15-603-2, retroactively effective October 1, 2016, hereinafter referred to collectively as Agreement No. 15-603, for a Supplemental Nutrition Assistance Program Employment and Training Pilot Program for COUNTY's Department of Social Services (DSS); and

WHEREAS, the parties desire to amend Agreement No. 15-603 to provide the CONTRACTOR time-limited compensation to support the required data collection activities; and

NOW, THEREFORE, in consideration of their mutual promises, covenants, and conditions, hereinafter set forth, the sufficiency of which is acknowledged, COUNTY and CONTRACTOR agree as follows:

1. In addition to the client services set forth in Revised Exhibit A, which are to be provided through December 31, 2018, CONTRACTOR shall provide the administrative services for data collection set forth in Section A of Exhibit G, attached hereto and incorporated herein by reference. These administrative services for data collection shall be provided beginning January 1, 2019 through March 31, 2019. CONTRACTOR shall provide any remaining data required to the pilot evaluation team through March 31, 2021, as set forth in Exhibit F.
2. That the following text in Agreement No. 15-603, Page Three (3), beginning with Section Four (4), Line Twenty-Seven (27) with the word "4. COMPENSATION" and ending on Page Five (5), Line One (1) with the word "days." be deleted in its entirety and the following inserted in its place:

"4. COMPENSATION

1 For actual services provided as identified in the terms and conditions of this Agreement,
2 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in
3 accordance with Revised Exhibit C-1, "Budget," during the period April 1, 2015 through December 31,
4 2018 and Exhibit G, "Data Collection," during the period January 1, 2019 through March 31, 2019, both
5 attached hereto and by this reference incorporated herein. Mandated travel shall be reimbursed based
6 on actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per
7 mile, not to exceed the IRS published rate. CONTRACTOR agrees to limit administrative cost to a
8 maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of
9 total salaries for those employees working under this Agreement during the term of this Agreement.
10 Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that services
11 have actually been performed by CONTRACTOR as specified in this Agreement.

12 In no event shall total compensation to CONTRACTOR for program services provided during
13 the period April 1, 2015 through December 31, 2018 be in excess of Eleven Million Five Hundred
14 Sixty-Four Thousand Six Hundred Ninety and No/100 Dollars (\$11,564,690.00) and for administrative
15 services for data collection during the period January 1, through March 31, 2019 be in excess of One
16 Hundred Eighty-Three Thousand Two Hundred Seventy-Eight and No/100 Dollars (\$183,278.00). In
17 no event shall the total compensation to CONTRACTOR for all services provided during the term of
18 this Agreement be in excess of Eleven Million Seven Hundred Forty-Seven Thousand Nine Hundred
19 Sixty-Eight and No/100 Dollars (\$11,747,968.00). CONTRACTOR shall provide any remaining data
20 required to the pilot evaluation team during the period April 1, 2019 through March 31, 2021, as set
21 forth in Exhibit F. It is understood that all expenses incidental to CONTRACTOR's performance of
22 services under this Agreement shall be borne by CONTRACTOR.

23 Except as provided below regarding State payment delays, payments by COUNTY shall be in
24 arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
25 verification, and approval of CONTRACTOR's invoices by COUNTY's DSS. If CONTRACTOR should
26 fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for
27 further compensation. All final claims shall be submitted by CONTRACTOR within thirty (30) days
28 following the final month of service for which payment is claimed. No payment will be made by

COUNTY on claims submitted by CONTRACTOR after April 30, 2019. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

The services provided by CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days."

3. That all references in Agreement No. A-15-603 to Revised Exhibit C shall be changed to read "Revised Exhibit C-1." Revised Exhibit C is deleted in its entirety and replaced with Revised Exhibit C-1, which is attached hereto and incorporated herein by this reference.

COUNTY and CONTRACTOR agree that this Amendment III is sufficient to amend the Agreement No. 15-603 and, that upon execution of this Amendment III, the Agreement, Amendment I, Amendment II, and this Amendment III shall together be considered the Agreement.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement and not amended herein shall remain in full force and effect. This Amendment III is effective upon execution by both parties.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to
2 Agreement as of the day and year first hereinabove written.

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4 **CONTRACTOR:**
5 **Reading and Beyond**

COUNTY OF FRESNO

6 By: 

By: 

Sal Quintero, Chairperson of the
Board of Supervisors of the County of Fresno

7
8 Print Name: Luis Santana

9 Title: Exec Director

Chairman of the Board, or
President, or any Vice President

10
11
12
13 By: 

14 Print Name: Lesley Fairburn

15 Title: Controller

Secretary (of Corporation), or
any Assistant Secretary, or
Chief Financial Officer, or
any Assistant Treasurer

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

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19 **Mailing Address:**

20 Reading and Beyond
21 4670 E. Butler Avenue
22 Fresno, CA 93702
23 Phone No.: (559) 342-8600
24 Contact: Executive Director

25 **FOR ACCOUNTING USE ONLY:**

26 Fund/Subclass: 0001/10000
27 Organization: 56107006
28 Account/Program: 7870/0

**BUDGET DETAIL
FY 2015-2018**

ORGANIZATION: Reading and Beyond

SERVICES: SNAP Employment and Training Pilot Project

CONTRACT PERIOD: April 1, 2015 – March 31, 2021

EXPENDITURE PERIOD: April 1, 2015 – December 31, 2018

MAXIMUM CONTRACT AMOUNT: \$11,747,968

| Account Number | Category | Total |
|--------------------------------------|---|--------------------|
| 0100 | Salaries | \$3,607,128 |
| 0150 | Payroll Taxes (<i>FICA, SUI</i>) | \$321,340 |
| 0200 | Benefits (<i>Medical, Annual Leave, 401k Match</i>) | \$599,451 |
| TOTAL SALARIES & BENEFITS | | \$4,527,919 |
| 0250 | Insurance (<i>Workers' Compensation</i>) | \$39,970 |
| 0300 | Communications (<i>Telephone, Internet, Cell Phone</i>) | \$67,097 |
| 0350 | Office Expenses (<i>Consumable Supplies, Printing, Postage</i>) | \$75,302 |
| 0400 | Equipment | \$63,000 |
| 0450 | Office Rental / Facilities (<i>Office Space</i>) | \$178,770 |
| 0460 | Utilities (<i>Gas, Electric</i>) | \$40,000 |
| 0500 | Travel (<i>3 trips to Washington D.C. for grant-related conferences</i>) | \$11,250 |
| 0550 | Program Supplies (<i>Workshop Curriculum, Supplies, and Materials</i>) | \$161,900 |
| 0600 | Consultancy/Contracts (<i>Fresno County Economic Development Corp</i>) | \$223,000 |
| 0700 | Transportation (<i>Mileage at \$0.56 per mile</i>) | \$65,000 |
| 0800 | Other (<i>Participant Support: Wage Subsidies, Incentives, Vocational Training, etc.</i>) | \$4,936,322 |
| 0850 | Indirect Administrative Cost | \$800,160 |
| 0851 | CalWORKs | \$375,000 |
| TOTAL SERVICES & SUPPLIES | | \$7,036,771 |

TOTAL SALARIES, BENEFITS, SERVICES, & SUPPLIES

\$11,564,690

Personnel/Salaries:

| Position and/or Title | Maximum Number of Persons | Maximum Cost |
|---------------------------------|--|-------------------------|
| Executive Director | 1 | \$48,000 |
| Operations Director | 1 | \$48,000 |
| Bridge Academy Director | 1 | \$116,600 |
| Program Manager(s) | 1.5 | \$194,000 |
| Partnership Manager | 1 | \$141,000 |
| Data Analyst | 1 | \$55,500 |
| Employer Liaison | 4 | \$221,000 |
| Financial Liaison | 1 | \$94,000 |
| Lead Career & Family Navigators | ≈ 3 | \$328,000 |
| Career & Family Navigators | ≈ 28 | \$2,169,028 |
| Education Navigators | ≈ 2 | \$192,000 |

Data Collection
January 1 through March 31, 2019

A. READING AND BEYOND RESPONSIBILITIES

1. Reading and Beyond shall provide data collection services to the Department of Social Services (DSS) and the evaluation team as needed in relation to the SNAP E&T Pilot Project.
2. Data collection SERVICES will consist of the pilot close-out process, participant data for both the treatment and control groups, electronic pilot service receipt data files, document reviews, and program administrative data.
3. Reading and Beyond shall follow all existing invoicing procedures as noted in Section 5 of this same agreement. Only expenses related to data collection which are clearly documented shall be submitted for reimbursement during this time period.
4. Staffing shall consist of for the FTE of 2 Program Managers, 2 Lead CFNs, 4 CFNs, 1 Data Analyst, and .50 total for Executive Admin positions (Bridge Academy Director, Reading and Beyond Executive Director and Financial Liaison).
No new staff will be added. If a position is vacated, it will remain vacant. Only promotions from CFN to lead CFN will be allowed. If 2 or more CFN vacancies exist, CONTRACTOR shall discuss the need to add staff with DSS Program Manager prior to adding.

B. BUDGET

| BUDGET CATEGORIES | ACCOUNT NUMBER | AMOUNT |
|---------------------------------------|----------------|-----------|
| <u>SALARIES & BENEFITS</u> | | |
| Salaries | 0100 | \$107,064 |
| Payroll Taxes | 0150 | \$8,565 |
| Benefits | 0200 | \$32,119 |
| Salaries & Benefits Subtotal | | \$147,748 |
| <u>SERVICES & SUPPLIES</u> | | |
| Insurance | 0250 | \$1,500 |
| Communications | 0300 | \$3,114 |
| Office Expense | 0350 | \$1,040 |
| Office Rental – Facilities | 0450 | \$2,895 |
| Utilities | 0460 | \$2,182 |
| Transportation – Mileage | 0700 | \$981 |
| Indirect Administrative Cost | 0850 | \$23,818 |
| Services & Supplies Subtotal | | \$35,530 |
| TOTAL | | \$183,278 |