

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this day of May 7, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and BOYS & GIRLS CLUB OF FRESNO COUNTY, a California public benefit (nonprofit) corporation, whose address is 540 North Augusta, Fresno, California 93701, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 16-693, dated December 13, 2016 ("Agreement"), pursuant to which CONTRACTOR agreed to provide services to help youthful offenders transition from COUNTY'S Juvenile Justice Campus ("JJC") back into the community; and

WHEREAS, CONTRACTOR is a California public benefit (nonprofit) corporation, dedicated to working with at-risk youth in Fresno County, and has been assisting the Fresno County Probation Department by providing a Targeted Re-Entry Pilot Program since 2008, through the establishment and operation of a Boys & Girls Club at the JJC; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to add funding to allow the Boys & Girls Club to continue providing a Targeted Re-Entry Program, as more fully described herein.

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

1. Section 6 of the Agreement, "COMPENSATION/INVOICING," is deleted in its entirety, and replaced with the following:

"6. COMPENSATION/INVOICING

COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation as follows: for providing the services specified in Exhibit A, the Probation Department will pay CONTRACTOR a maximum of thirty thousand dollars (\$30,000) annually from December 16, 2016 to December 15, 2018, a maximum of twelve thousand, five hundred dollars (\$12,500) from December 16, 2018 until May 6, 2019, a

1 maximum of forty-six thousand, six hundred sixty-six dollars, and sixty-six cents (\$46,666.66) from May 7,
2 2019 to December 15, 2019, and eighty thousand dollars (\$80,000) annually from December 16, 2019 to
3 December 15, 2021.

4 CONTRACTOR shall submit monthly invoices for one-twelfth of the annual compensation to the
5 County of Fresno Probation Department, either by mail: Attention Probation Business Office, 3333 E.
6 American Avenue, Suite B, Fresno, CA 93725, or electronically to ProbationInvoices@co.fresno.ca.us.

7 Under no circumstances shall payments made by the COUNTY to CONTRACTOR under this
8 Agreement exceed \$279,166.67 during the term of this Agreement, including all extensions of the term
9 provided for herein. It is understood that all expenses incidental to CONTRACTOR'S performance of
10 services under this Agreement shall be borne by CONTRACTOR."

11 2. Section 14 of the Agreement is amended by deleting "Internal Revenue Service Revenue
12 Procedure 2016-44" in Section 14, on page 11, at line 3, and replacing such text with "Internal Revenue
13 Service Revenue Procedures 2016-44 and 2017-13, as applicable."

14 3. Section 14 of the Agreement is amended by deleting "(b) claim any depreciation or
15 amortization, investment tax credit, or deduction for any payment as rent with respect to the Bond-
16 Financed Facility." in Section 14, on page 11, at lines 7-8, and replacing such text with "(b) claim any
17 depreciation or amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44) or
18 amortization deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13),
19 investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facility."

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

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

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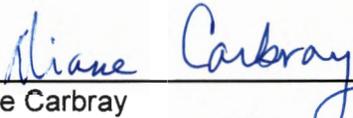
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1 IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day
2 and year first hereinabove written:

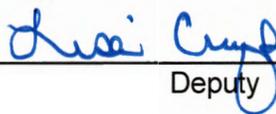
3
4 **CONTRACTOR:**
5 BOYS & GIRLS CLUB OF FRESNO
6 A California (nonprofit) corporation

COUNTY OF FRESNO:

7 
8 Diane Carbray
9 President/Chief Professional Officer


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

10
11
12 **ATTEST:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
15 County of Fresno, State of California

16 By: 
17 Deputy

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19
20 FOR ACCOUNTING USE ONLY

21
22 Fund: 0001
23 Org: 34409999
24 Subclass: 10000
25 Acct. No.: 7295
26
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