

1 **AMENDMENT NO. 3 TO SERVICE AGREEMENT**

2 This Amendment No. 3, to Service Agreement (“Amendment No. 3”) is dated
3 _____ and is between Fresno Economic Opportunities Commission, a private,
4 non-profit organization (“Contractor”), and the County of Fresno, a political subdivision of the
5 State of California (“County”).

6 **Recitals**

7 A. On October 6, 2020, the County and the Contractor entered into a service agreement,
8 which is County agreement number A-20-406, to provide research-based and evidence-
9 informed home visitation services to underserved families with children ages 0-5 to COUNTY.

10 B. On June 21, 2022, the County and the Contractor entered into a First Amendment to
11 Agreement, which is County agreement number A-22-289, to continue the services for an
12 extended term of July 1, 2022 to June 30, 2024.

13 C. On June 18, 2024, the County and the Contractor entered into a Second Amendment to
14 Agreement, which is County agreement number A-24-333 (Agreement number A-20-406, First
15 Amendment to Agreement number A-22-289, and Second Amendment to Agreement number A-
16 24-333, shall be referred to herein as “the Agreement”), to revise the scope of work to provide
17 home visitation services to unduplicated families with at least one (1) parent/caregiver attending
18 each event and continue services for an extended term of July 1, 2024 to June 30, 2026.

19 D. On March 11, 2026, the Children and Families Commission of Fresno County, California
20 (First 5) approved an agreement renewal for the Community Health Teams program, to increase
21 the funding and extend the Fresno County Department of Public Health’s Community Health
22 Teams Program’s home visitation services for one additional year.

23 E. The County and the Contractor now desire to further amend the Agreement to extend
24 the term for a final twelve (12) month period, through June 30, 2027, and increase the annual
25 compensation.

26 The parties therefore agree as follows:

27 1. Section 3 of the Agreement, as previously amended, located on Page 2, Lines 5 through
28 10, is deleted in its entirety and replaced with the following:

1 “The term of this Agreement shall be for a period of seven (7) years,
2 commencing on July 1, 2020 through and including June 30, 2027.”

3 2. Section 5 of the Agreement, located on Page 3, Lines 13 through 16, is deleted in its
4 entirety and replaced with the following:

5 “For the term July 1, 2020 through June 30, 2026, in no event shall services
6 performed under this Agreement be in excess of Two Hundred Seventy-Five
7 Thousand and No/100 Dollars (\$275,000.00) for each of the twelve (12) month
8 period. For the term July 1, 2026 through June 30, 2027, in no event shall
9 services performed under this Agreement be in excess of Two Hundred Ninety-
10 Five Thousand and No/100 Dollars (\$295,000.00). It is understood that all
11 expenses incidental to Contractor’s performance of services under this
12 Agreement shall be borne by Contractor.”

13 3. That all references in the Agreement to “Second Revised Exhibit B” shall be changed to
14 read “Third Revised Exhibit B”, where appropriate, attached hereto and incorporated herein by
15 reference.

16 4. When both parties have signed this Amendment No. 3, the Agreement, First Amendment
17 to Agreement, Second Amendment to Agreement, and this Amendment No. 3 together
18 constitute the Agreement.

19 5. The Contractor represents and warrants to the County that:

- 20 a. The Contractor is duly authorized and empowered to sign and perform its obligations
21 under this Amendment.
- 22 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
23 to do so and his or her signature on this Amendment legally binds the Contractor to
24 the terms of this Amendment.

25 6. The parties agree that this Amendment may be executed by electronic signature as
26 provided in this section.

- 27 a. An “electronic signature” means any symbol or process intended by an individual
28 signing this Amendment to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

4 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
5 equivalent to a valid original handwritten signature of the person signing this
6 Amendment for all purposes, including but not limited to evidentiary proof in any
7 administrative or judicial proceeding, and (2) has the same force and effect as the
8 valid original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
11 2, Title 2.5, beginning with section 1633.1).

12 d. Each party using a digital signature represents that it has undertaken and satisfied
13 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
14 through (5), and agrees that each other party may rely upon that representation.

15 e. This Amendment is not conditioned upon the parties conducting the transactions
16 under it by electronic means and either party may sign this Amendment with an
17 original handwritten signature.

18 7. This Amendment may be signed in counterparts, each of which is an original, and all of
19 which together constitute this Amendment.

20 8. The Agreement as previously amended by this Amendment No. 3 is ratified and
21 continued. All provisions of the Agreement as previously amended and not amended by this
22 Amendment No. 3 remain in full force and effect.

23 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 Fresno Economic Opportunities Commission COUNTY OF FRESNO
4

5 *Steven Lewis*

6 Steven R. Lewis, Chief Executive Officer

7 1920 Mariposa Street, Suite 300
8 Fresno, CA 93721

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

9 **Attest:**
10 Bernice E. Seidel
11 Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

12 For accounting use only:

13 Org No.: 56201670
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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Fresno Economic Opportunities Commission
July 1, 2026 - June 30, 2027

BUDGET CATEGORIES	Hourly Rate	Total Cost	Description of Role/Justification
PERSONNEL/STAFFING EXPENSES			
Program Coordinator (1 FTE)	\$47.03	\$91,708.00	The Project Coordinator (PC) will provide oversight of the Case Managers (CM) and coordinate the home visitations with the Fresno County Department of Public Health. The PC will also be responsible for program reporting and financial oversight of project. The PC will also serve as a CM to provide home visitation services to clients and provide social support, health information, family planning, and/or to act as a resource provider, literary teacher, or parenting coach.
Case Manager (1.0 FTE)	\$32.03	\$62,464.00	CM will meet and communicate with the Public Health Nurse (PHN) on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services, provide clients with social support, health information, family planning, developmental and mental health screenings, and/or act as a resource provider, literary teacher, or parenting coach.
Case Manager (.4 FTE)	\$31.70	\$24,729.00	CM will meet and communicate with the Public Health Nurse (PHN) on a regular basis for trainings, case consultations, and other program issues. CM will provide home visitation services, provide clients with social support, health information, family planning, developmental and mental health screenings, and/or act as a resource provider, literary teacher, or parenting coach.
Subtotal Personnel		\$178,901.00	
Benefits (31.00 % of Personnel)	31.00%	\$55,440.00	Cost includes FICA, SUI, Workers Compensation, Medical/Health benefits and retirement benefits.
Total Personnel Expenses		\$234,341.00	
NON-PERSONNEL EXPENSES			
Communications		\$4,500.00	Communication system, wifi, email, landline, cell phones at \$375/month
Office Supplies		\$1,462.00	Office supplies at \$121.83/month for staff to complete their essential functions.
Printing		\$650.00	Printing of materials for outreach and educational materials including leased copier at \$54.17/month
Postage			Mail and postage.
Rent		\$10,000.00	\$833.33/month X 12 months
Travel		\$4,125.00	3 Employees mileage reimbursement at current approved reimbursement rate. Total miles for family visitations and outreach approximately 5,689 miles.
Training		\$400.00	Training expenses for 3 staff.
Total Non-Personnel Expenses		\$21,137.00	
INDIRECT/OVERHEAD EXPENSE 15% of Direct Expenses (Direct Expenses = Personnel + Non-Personnel)		\$38,322.00	15% of total direct costs is used for staffing, oversight and processing of the particular function of the following administrative departments: Executive, Finance, Human Resources, Information and Technology, Equity and Impact, Marketing and Communications as well as other allowable grant costs such as security services, utilities, water/sewer & garbage, janitorial services, supplies, repairs/maintenance and yard maintenance.
OTHER COSTS			
Audit Expenses			
Insurance		\$1,200.00	Liability insurance, approximately \$100 monthly x 12 months.

TOTAL EXPENSES (Personnel + Non-Personnel + Indirect)	\$295,000.00	
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In-kind Project Staff Time:

Project Director

Oversees and coordinates all activities and communication with Project Coordinator (PC) and Fresno County Department of Public Health. Provides direct and indirect supervision of project activities, implementation, contract compliance, quality assurance, budget adherence and program outcomes. Oversees activities and efforts in building relationships with stakeholders and collaborative partners. Will work closely with the Project Coordinator and team. Salary and Fringe Benefits @ 5% FTE; \$9,059 value.

Project Manager

Project Manager (PM) will provide support to the Project Coordinator and training of Case Managers on Evidence-Based Program Models and Medi-cal Referrals. Salary and Fringe Benefits @ 5% FTE; \$4,485 value.