

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

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 _____ and is between North Star Family Center, a California non-profit, 501
4 (c)(3) corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of
5 California ("County").

6 **Recitals**

7 A. On June 18, 2024, the County and the Contractor entered into an agreement for case
8 management services for the Justice Assistance Grant (JAG) funded Adult Re-Entry Planning
9 Program (ARPP), which is County agreement number 24-314 ("Agreement"), for in custody and
10 community re-entry evidence-based case management services using Risk, Need, Responsivity
11 (RNR) principles for individual participating in the JAG ARPP.

12 B. To ensure compliance with JAG Grant Agreement requirements and adequate funding
13 for program operations, the County needs to amend Exhibit D, Compensation, of the
14 Agreement. This amendment will transfer funds from the "Fixed Assets" line item, to the
15 "Services and Supplies" line item.

16 The parties therefore agree as follows:

- 17 1. Exhibit D is deleted, and replaced with the attached new Revised Exhibit D, incorporated
18 by this reference, and made part of the Agreement.
- 19 2. All references to Exhibit D in the Agreement shall now refer to Revised Exhibit D.
- 20 3. The Contractor represents and warrants to the County that:
- 21 a. The Contractor is duly authorized and empowered to sign and perform its obligations
22 under this Amendment No. 1.
- 23 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
24 authorized to do so and his or her signature on this Amendment No. 1 legally binds
25 the Contractor to the terms of this Amendment No. 1.
- 26 4. The parties agree that this Amendment No. 1 may be executed by electronic signature
27 as provided in this section.
- 28

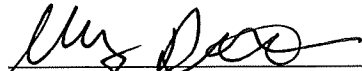
- 1 a. An "electronic signature" means any symbol or process intended by an individual
2 signing this Amendment No. 1 to represent their signature, including but not limited
3 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
4 (3) an electronically scanned and transmitted (for example by PDF document)
5 version of an original handwritten signature.
- 6 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this
8 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
9 any administrative or judicial proceeding, and (2) has the same force and effect as
10 the valid original handwritten signature of that person.
- 11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).
- 14 d. Each party using a digital signature represents that it has undertaken and satisfied
15 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
16 through (5), and agrees that each other party may rely upon that representation.
- 17 e. This Amendment No. 1 is not conditioned upon the parties conducting the
18 transactions under it by electronic means and either party may sign this Amendment
19 No. 1 with an original handwritten signature.
- 20 5. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
21 all of which together constitute this Amendment No. 1.

22 [SIGNATURE PAGE FOLLOWS]
23
24
25
26
27
28

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 NORTH STAR FAMILY CENTER

COUNTY OF FRESNO

4
5 
6 _____
Mary Dela Torre, Chief Executive Officer

7 6051 N. Fresno Street, Suite 103
8 Fresno, CA 93710

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

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

10
11 By: _____
Deputy

12 For accounting use only:

13 Org No.: 34321975
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
17
18
19
20
21
22
23
24
25
26
27
28

Revised Exhibit D

Compensation

The Contractor shall receive compensation for services rendered as outlined in this Revised Exhibit D. The Contractor is not entitled to any compensation except as expressly provided in this Revised Exhibit D.

The Contractor is required to submit monthly invoices for all case management services provided.

Salaries & Benefits: Cost will be billed based on the actual number of hours worked during the billing period for 2 Case Managers. The hourly rate of the Case Manager ranges from \$28 to \$32.

Overhead Admin Cost: Overhead cost is reimbursable up to 15% of actual monthly direct expenditures.

CASE MANAGEMENT SERVICES FOR JAG PARTICIPANTS:

	Year One	Year Two
Phase 1 (1-40 participants/ 1 case manager)		
Salaries & Benefits	<u>\$ 69,888.00</u>	<u>\$ 74,880.00</u>
Services & Supplies	<u>\$ 13,333.34</u>	<u>\$ 11,666.67</u>
Overhead Administrative Costs	<u>\$ 12,483.20</u>	<u>\$ 13,232.00</u>
Subtotal (at the end of phase 1)	<u>\$ 95,704.54</u>	<u>\$ 99,778.67</u>
Phase 2 (41-80 participants/ 2 case managers)		
Salaries & Benefits	<u>\$ 139,776.00</u>	<u>\$ 149,760.00</u>
Services & Supplies	<u>\$ 26,666.68</u>	<u>\$ 23,333.34</u>
Overhead Administrative Costs	<u>\$ 24,966.40</u>	<u>\$ 26,464.00</u>
Subtotal (for phase 1+2)	<u>\$ 191,409.08</u>	<u>\$ 199,557.34</u>
Phase 3 (81-120 participants/ 3 case managers)		
Salaries & Benefits	<u>\$ 209,664.00</u>	<u>\$ 224,640.00</u>
Services & Supplies	<u>\$ 40,000.00</u>	<u>\$ 35,000.00</u>
Overhead Administrative Costs	<u>\$ 37,449.60</u>	<u>\$ 39,696.00</u>
Subtotal (for phases 1-3)	<u>\$ 287,113.60</u>	<u>\$ 299,336.00</u>
Total budgeted for each year (rounded)	<u>\$ 287,114.00</u>	<u>\$ 299,336.00</u>

Revised Exhibit D

Salaries and Benefits: Case Manager salary is determined by an hourly rate ranging from \$28.00 to \$32.00 to account for a wage increase in years two and three. Benefits, include medical and worker's compensation, account for approximately 20%. Each year's compensation is broken down into three phases based on the number of participants with a case manager having a 1:40 case ratio.

Services & Supplies: Costs to cover training, assessment tools, technology software, educational materials, communication, and travel expenses, as well as basic office materials.

Fixed Assets: Will include case management tools. Examples include laptops and phones, as well as development or purchase of data tracking software. The BSCC defines equipment and fixed assets as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per each unit (including tax and installation). If equipment is purchased as a complete package (i.e., computer, monitor, modem, software, etc.), the total package cost, not the unit cost, would determine if it qualifies under the equipment category. All equipment or fixed assets with an acquisition cost of \$3,500 or more require prior approval by BSCC before the purchase is made. Contractor must submit a written declaration to the County, for submission to the BSCC, that the equipment or fixed assets to be purchased are to be used for services directly associated with the project, essential to the success of the project; and less expensive than leasing or renting the equipment for the grant cycle based on an investigation of lease and rental options.

Overhead Administrative Costs: Comprising 15% of the total annual budget, these costs are allocated to cover facility operation expenses including office space maintenance, the upkeep of designated company vehicles, and the support personnel needed for efficient office administration. Additionally, these costs encompass other administrative essentials such as utilities, insurance, and office supplies.