

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

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 _____ and is between Career Nexus, a nonprofit work connection internship
4 program ("Contractor"), and the County of Fresno, a political subdivision of the State of
5 California ("County").

6 **Recitals**

7 A. On July 8, 2024, the County and the Contractor entered into Agreement between Career
8 Nexus and the County, which is County Agreement Number A-24-373 ("Agreement"), for the
9 provision of interns to various County departments.

10 B. The County and Contractor now wish to amend the Agreement, to remove the two-
11 intern-per-cohort limit, and to provide for the County's payment of \$4,000 per intern, to partially
12 offset the cost for Career Nexus to provide the County with the interns.

13 The parties therefore agree as follows:

14 1. The Section of the Agreement entitled "COUNTY SHALL, WITH RESPECT TO
15 CAREER NEXUS" is amended only to delete the following language: "Have a maximum of two
16 interns per cohort (monthly group, approximately 30, of interns). A new cohort will not begin until
17 all interns have completed their cohort."

18 2. The Section of the Agreement entitled "FINANCIAL AGREEMENT: is deleted in its
19 entirety and replaced with the following language: •

20 **"Sponsorship Cost Policy:**

- 21 • The services cost for each internship is \$4,000.
- 22 • CN shall invoice the County upon completion of each internship (typically 200
23 hours).
- 24 • Any additional activities, resources and services provided by both parties shall be
25 at no cost to the other.
- 26 • Any expenses incurred by either party in the performance, delivery, or execution
27 of the terms of this Agreement shall be sole responsibility of the encumbering
28 party.
- Any overtime pays or other additional pay beyond the scope of this agreement
will be paid by the County.

• **Financial Liability:**

- Each party holds the other free of any additional financial commitment through
the fulfillment of the terms of this Agreement."

1 3. When both parties have signed this Amendment No. 1, the Agreement and this
2 Amendment No. 1 together constitute the Agreement.

3 4. The Contractor represents and warrants to the County that:

- 4 a. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Amendment No. 1;
6 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Amendment No. 1 legally binds
8 the Contractor to the terms of this Amendment No. 1.

9 5. The parties agree that this Amendment No. 1 may be executed by electronic signature as
10 provided in this section.

- 11 a. An "electronic signature" means any symbol or process intended by an individual
12 signing this Amendment No. 1 to represent their signature, including but not limited
13 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
14 (3) an electronically scanned and transmitted (for example by PDF document)
15 version of an original handwritten signature.
16 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this
18 Amendment No. 1 or all purposes, including but not limited to evidentiary proof in any
19 administrative or judicial proceeding, and (2) has the same force and effect as the
20 valid original handwritten signature of that person.
21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
23 2, Title 2.5, beginning with section 1633.1).
24 d. Each party using a digital signature represents that it has undertaken and satisfied
25 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.
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1 e. This Amendment No. 1 is not conditioned upon the parties conducting the
2 transactions under it by electronic means and either party may sign this Amendment
3 No. 1 with an original handwritten signature.

4 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
5 all of which together constitute this Amendment No. 1.

6 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
7 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force
8 and effect.

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

4 CAREER NEXUS

COUNTY OF FRESNO

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6 

7 Kurt Madden, CEO

8 700 Van Ness Avenue #103
9 Fresno, CA 93721

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

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12 By: _____
Deputy

13 For accounting use only:

14 Org No.:
15 Account No.:
16 Fund No.:
17 Subclass No.:
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