

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (Second Amendment) is effective as of _____, 2024, (Effective Date) and amends the Agreement entered into by and between the City of Fresno, a California municipal corporation (City), and The Downtown Association of Fresno, a California Corporation (Service Provider). City and Service Provider are collectively referred to as Parties.

RECITALS

- A. Whereas, the Parties entered into an Agreement dated February 23, 2024 (the Agreement) to provide Employment Services for youth for compensation not to exceed \$282,769; and
- B. Whereas, the Parties amended the Agreement to extend the term of the Agreement with the First Amendment (First Amendment), dated August 28, 2024; and
- C. Whereas, the Parties now desire to amend the Agreement to extend the term, increase the compensation of the Agreement, and revise the Scope of Service; and
- D. Whereas, by entry into this Amendment, the Service Provider agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the Parties agree that the Agreement be amended as follows:

- 1. **Term of Agreement and Time of Performance.** The Term of Agreement and Time of Performance is hereby amended to continue in full force and effect until June 30, 2025.
- 2. **Scope of Work.** The Scope of Work in the Agreement is hereby amended and replaced with Exhibit A, which is attached hereto and incorporated herein by reference.
- 3. **Compensation.** Service Provider's sole compensation is hereby amended to not exceed **\$703,030**; paid on the basis of the rates set forth in the schedule of fees and expenses contained in the attached Exhibit A-1.
- 4. **Effect of Amendment.** In the event of any conflict between the Agreement, First Amendment or any Exhibits and this Second Amendment, this Second Amendment shall control.
- 5. Except as otherwise provided herein, the Agreement entered into by the City and Service Provider dated February 23, 2024, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set forth above.

CITY OF FRESNO,
a California municipal corporation

The Downtown Association of Fresno,
a California Corporation

By: _____
Georgeanne A. White
City Manager

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

By: _____ Date
Sukhman S. Sekhon
Deputy City Attorney

Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____ Date
Deputy

Attachments: Exhibit A
Exhibit A-1

EXHIBIT A

SCOPE OF SERVICES Service Agreement Between City of Fresno And The Downtown Association of Fresno One Fresno Youth Jobs Corps Program Worksites

The Downtown Association of Fresno is to provide sufficient and meaningful work experiences to Fresno youth (“Participants”) designed to promote the development of positive work habits and specific skills required for successful participation in the workforce. Requirements will include, but not be limited to hiring, onboarding, training, supervising, evaluating, and offboarding employees.

The Downtown Association of Fresno agrees to provide programming as was provided in the included Cost Proposal. Any material changes to the program as proposed must be approved in writing by the City before implementation.

The Downtown Association of Fresno is required to abide by the following terms:

- 1) Comply with California and Federal Child Labor Laws (maximum hours, breaks, etc.) and acknowledge the penalties for violating Federal Child Labor Laws.
- 2) Ensure all minors under the age of 18 have a valid Work Permit.
- 3) Comply with State of California training requirements on preventing sexual harassment and abusive conduct in the workplace that satisfy California’s legal training requirements pursuant to Government Code section 12950.1.
- 4) Assure that this agreement will enhance the number of employed individuals so as to not displace currently employed worker(s) (including partial displacement such as a reduction of hours of non-overtime work, wages or employment benefits) or impose on their promotional opportunities.
- 5) Provide youth with an orientation to familiarize the youth with their job duties, times/days/locations to report to work, policies, and procedures such as attendance requirements, absenteeism, tardiness, lunch, and break time, etc. hours, worksite expectations and what to do in case of an emergency by providing clear emergency and evacuation procedures.
- 6) Provide the youth with supervision at all times and a clear line of supervision and accountability.
- 7) Discuss any problems or conflicts that may arise from the youth's job performance immediately to resolve issues as they arise. Contact the City of Fresno Youth Jobs Corps staff for assistance if unable to resolve internally.
- 8) Cooperate fully with monitors from City of Fresno Youth Jobs Corps Program with accessibility to the worksite staff and information pertaining to worksite operation.
- 9) Maintain accurate timecard records, verifying hours, and ensure that timecards are signed by the youth and the supervisor prior to payment. Ensure any timecard

alterations, changes or corrections are initialed by the Supervisor and the youth. (The use of White-Out is strictly prohibited).

- 10) Provide the youth with copies of signed timesheets and other program or work-related information as appropriate.
- 11) Consider the possibility of hiring the youth at the conclusion of the program, although there is no requirement to do so.
- 12) Provide materials and equipment necessary to perform the duties of the work assignment.
- 13) It is expected that youth Participants' experiences will be in-person. Prior approval from the City will be required for telework opportunities.
- 14) At conclusion of work service, provide City with a completed final evaluation by the youth's Supervisor and final program evaluation completed by the youth.
- 15) Maintain records and prepare monthly reports, including but not limited to the following:
 - Number of youth employed in organization.
 - Number of youth employed in each focus area.
 - Average wage and hours worked of Participants across organization.
 - Number of youth employed after completion of program.
 - Youth anecdotal stories regarding their employment.

All Participant positions must be 50% FTE - 100%.

All Participants must be between 16-30 years of age at the time of hire. The City of Fresno will refer applicants to agencies to interview for positions. Hiring priority should be given to youth who:

- Have not participated in an AmeriCorps program
- May have difficulty finding employment
- Are low-income
- Are unemployed and/or out of school
- Are or were justice-involved
- Are in or transitioning from foster care
- Are engaged with the mental health or substance abuse system

Priority applicants (meeting two of above criteria) should make up no fewer than 75% of selected Participants as per the funding specifications.

Wraparound services are available by referral through City partners for Participants in need of assistance. This can include services such as:

- transportation assistance,
- job readiness training,
- emergency housing,
- work attire assistance,
- case management, or
- other services likely to help Participants succeed in the program and/or gain employment after completion of program.

All Participants must receive a wage of \$18/hr. that will be paid by the employer. In addition to participant wages, allowable expenses include uniforms for the fellows, pants, work boots, business casual attire, polo shirt, rain gear, hat, work gloves, water bottle, sunscreen, vest, office supplies, and trash grabbers.

Participants may not partake in activities that require high levels of safety precautions. Participants may not partake in activities that require specialized training unless that training is provided. All expenditures and activities must comply with federal procurement requirements, and other state and/or federal laws and regulations.

PAYMENT: Invoices are to be submitted to the City of Fresno in order to initiate the payment process. Payments will be on a cost-reimbursement basis. Invoicing must include proof of expenses, i.e., timecards and receipts. The City retains the right to request additional proof of expense. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION:

Diane Printz-White
City of Fresno
Personnel Services Department
One Fresno Youth Jobs Corps Program
2600 Fresno St.
Fresno, CA 93721

Funds may not be used for the following reasons:

- Repayment of existing debt or pre-existing tax liens or obligations
- Legal, loan, or bank fees
- Subsidization of existing contracts
- Political campaigns or lobbying
- Advancement of certain sectarian, politically partisan, or religious projects (grant funds should be used for specific programs and not to advance the causes of any of the stated groups)
- Fundraisers or other events not open to the general public
- Purchase of food or beverages
- A project or program which is clearly intended for commercial gain
- A project or program that occurs before or after the grant award period
- Support of individuals
- For businesses established for personal benefit or profit
- To support annual fund drives
- To fund an agency's deficit or endowment
- To repay loans
- Furniture
- Bonuses
- For the direct support of religious activities. Secular activities offered to the community that is provided by religious organizations regardless of congregational membership or statements of belief may be eligible for grant funds.

EXHIBIT A-1 SUMMARY

Worksite	Original Budget	Carry over	Extension 2nd budget	Total Award
The Downtown Association of Fresno	\$282,769.00	\$0.00	\$420,260.97	\$703,030.00

EXHIBIT A-1

Organization Name: Downtown Association of Fresno / Downtown Fresno Partnership
 Project Type: One Fresno Youth Jobs Corps Community Based Organization Worksites

One Fresno Youth Jobs Corps Program

Budget Narrative

Cost Category: Personnel				
Type/Title & Number to Hire	Description	Time Period	Cost Breakdown	Cost
Clean Team × 13	Ambassador focused primarily on beautification through clean and green efforts, removing trash, graffiti, from public space and objects. Coordinating reports with Fresgo as needed. Keeping accurate records of tasks completed. With an element of hospitality as appropriate. (Promotion possible)	26 weeks	22.92 hrs/week @ \$17.50/hr + ~9.99% taxes & workers comp)	\$149,113.34
Hospitality Team × 7	Ambassador focused primarily on welcoming, wayfinding, information gathering / distribution and advocacy on behalf of property and business owners. Proactively looking for above and beyond opportunities to engage with public developing high level customer service qualities. With an element of clean and green as appropriate. (Brings some experience; promotion from Clean Team possible)	26 weeks	25 hrs/week @ \$19/hr + ~9.87% taxes & workers comp)	\$94,980.03
Personnel Total:				\$244,093.37

Cost Category: Supplies or Other Costs				
Type	Description	Time Period	Cost Breakdown	Cost
Supported 360°	Funds available for extraordinary circumstances, e.g., support in case of eviction, need to relocate from unsafe housing, property crime or assault that affects work, tattoo removal in preparation for employment	lump sum, discretionary		\$0.00
Dressed for Success	Three branded shirts, one jacket, one hat, and one fanny pack per individual	one-time	\$60 per jacket; \$25 per other item	\$3,700.00
Right Gear in Hand	Materials that all participants will use daily, including graffiti wipes, graffiti remover, gloves, trash bags, safety glasses, trash pickers	26 weeks	\$12 per person per week (flat rate)	\$6,240.00
In Coordination as a Team	Two-way radios: \$3,000 for 10, assumed 3 year life = \$8.33/month each in depreciation	6 months	\$8.33/radio/month × 10 radios × 6 months	\$500.00
Supplies Total:				\$10,440.00

Cost Category: Administration (No more than 10% of total award)				
Type/Title	Description	Time Period	Cost Breakdown	Cost
Ambassador Supervisor	The job of DFP's Ambassador Supervisor will transform significantly into managing this program alongside coordinating our existing Ambassador crew as well as City partners in the field	26 weeks / 6 months	88.53% (@ \$25/hour + 11.65% tax/WC + \$477.42/mo health benefits)	\$28,235.63
Office Space	Space for breaks, training, employee/supervisor meetings, and a base for YJCP operations (current space of 1,720 sf would be inadequate for the additional personnel)	6 months	\$1.67/sf (current rent rate) × 600 s.f.	\$0.00
Administration Total:				\$28,235.63

*add additional lines if needed, please ensure calculation are correct

Total Grant Amount: \$282,769.00

Organization Name: Downtown Association of Fresno / Downtown Fresno Partnership

Project Type: One Fresno Youth Jobs Corps Community Based Organization Worksites - Oct 2024 to June 2025

One Fresno Youth Jobs Corps Program

Budget Narrative

Cost Category: Personnel				
Type/Title & Number to Hire	Description	Time Period	Cost Breakdown	Cost
Cohort 1a Ambassador I × 20	Ambassador focused on a mix of beautification (through clean and green efforts, removing trash, graffiti, from public space and objects) and hospitality (through welcoming, wayfinding, information gathering / distribution and advocacy on behalf of property and business owners). All-hands support at special events with a mix of beautification, hospitality, and event management duties. Proactively looking for above and beyond opportunities to engage with public developing high level customer service qualities. Reporting with FresGO as needed. Keeping accurate records of tasks completed.	13 weeks: 10/7/24 thru 1/5/25	20 hrs/week @ \$18.00/hr + 10% taxes + 0.78% workers comp	\$103,690.08
Cohort 2 Ambassador I × 20	Same as Cohort 1b.	15 weeks: 12/2/24 thru 3/16/25	20 hrs/week @ \$18.00/hr + 10% taxes + 0.78% workers comp	\$119,642.40
Cohort 3 Ambassador I × 20	Same as Cohort 1a.	15 weeks: 3/17/25 thru 6/29/25	20 hrs/week @ \$18.00/hr + 10% taxes + 0.78% workers comp	\$119,642.40
Personnel Total:				\$342,974.88

Cost Category: Supplies or Other Costs				
Type	Description	Time Period	Cost Breakdown	Cost
Supported 360°	Parking Vouchers	10/7/24 thru 6/29/25	\$4 per person per week	\$3,440.00
Dressed for Success	3 branded Polos, 1 Jacket, 2 Hats, 1 pair of shoes, 1 pair of pants, two pairs of socks, two pairs of gloves, per individual	one-time per employee	\$60 per jacket, pants, pair of shoes \$30 per other items = \$330 Per	\$19,800.00
Right Gear in Hand	Materials that all participants will use daily, including graffiti wipes, graffiti remover, gloves, trash bags, safety glasses, trash pickers	10/7/24 thru 6/29/25	\$12 per person per week	\$10,320.00
In Coordination as a Team	Two-way radios used constantly by Ambassadors: life-cycle replacement or repair if current radios fail	one-time	6 Radios + charging station = \$850 each	\$1,700.00
Supplies Total:				\$35,260.00

Cost Category: Administration (No more than 10% of total award)				
Type/Title	Description	Time Period	Cost Breakdown	Cost
Ambassador Supervisor	DFP's Operations Manager oversees this program along with our full-time Ambassador crew leads; we are likely adding to this overhead during the ice rink season to help oversee the combination of Cohorts 1 & 2	10/7/24 thru 6/29/25	10% of total billed amount on each invoice	\$42,026.09
Administration Total:				\$42,026.09
Total Grant Amount:				\$420,260.97

**add additional lines if needed, please ensure calculation are correct*