

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION
AND
COUNTY OF TULARE

Subcontract Agreement Number: SC38632-09-03, Amendment No. 1
Period of Subcontract Agreement: January 1, 2009 through December 31, 2010
Amount of Subcontract Agreement: \$166,667.00
Primary Award Number: 20081446
Primary Agency: The California Endowment

The Contract for Professional Services dated **June 16, 2009** entered into by California State University, Fresno Foundation (the "**Foundation**") and County of Tulare (**Subcontractor**") (incorporated herein by this reference) has been amended as follows:

Article III, IV and Article VIII have both been revised and replaced with the following:

**ARTICLE III
TIME, SCHEDULES, AND DELAYS**

- B. The period of this Contract shall be from **January 1, 2009** through **December 31, 2010**. The period may be extended, at the **Foundation's** option, by notice in writing to the **Subcontractor** and execution of a written Addendum hereto.

**ARTICLE IV
CHARGES, INVOICING, AND PAYMENT**

- A. The total to be paid by the **Foundation** to the **Subcontractor** shall not exceed **\$166,667.00** for the period indicated above, and shall only be paid out of, and will be subject to availability of funding provided by the Funding Contract. Notwithstanding anything to the contrary seemingly contained in this Agreement, the **Foundation** shall in no case be liable to make payment out of its own funds to the **Subcontractor** for any portion of the amount referenced above in this Article IV(A) if funding is ceased or otherwise not provided to the **Foundation** through the Funding Contract. The **Subcontractor** will submit, in arrears, an itemized invoice along with supporting documentation, to the **Foundation** on a quarterly basis for services rendered in accordance with specified line items in Attachment B, Itemized Budgets. The final invoice shall be received no later than **January 31, 2011**. Invoices shall reference the Subcontract Agreement and Purchase Order Numbers and shall include the following certification signed by the designated fiscal contact:

I hereby certify that this claim for reimbursement of expenditures is true and correct to the best of my knowledge; that all expenditures claimed have been made in accordance with the terms and for the purpose set forth in our contract; and that these expenditures in the amount of \$_____ have not been and will not be reimbursed from any other source.

- B. Provided that **Subcontractor** is not then in breach of this Agreement, within 20 business days following receipt of invoice, and subject to the provisions of Article IV(A), the **Foundation** will pay the **Subcontractor** for the approved invoice amount. Payment of any invoice by **Foundation** shall not imply inspection, approval, or acceptance of Work by the **Foundation**.
- C. Acceptance by the **Subcontractor** of final payment under this Agreement shall constitute a release to the **Foundation** for all claims and liability to the **Subcontractor** for payment hereunder, and for any additional compensation or payment relating to any and all things done or furnished in connection with this Agreement. However, final payment shall in no way relieve the **Subcontractor** of liability for its obligations, or for faulty or defective work, discovered after final payment.

ARTICLE VIII COMPLIANCE WITH LAW

- B. The **Subcontractor** agrees to comply with all terms and conditions of the Funding Contract that is in effect from **January 1, 2009 through January 31, 2011** and agrees that this Agreement is subject to all terms and conditions contained in said Funding Contract, which are incorporated herein by this reference.

All other terms and conditions regarding the Contract for Professional Services remain the same.

This Agreement, including all amendments hereto executed by the parties, represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by a further written amendment executed by both parties.

FOUNDATION

California State University, Fresno Foundation
4910 N. Chestnut Avenue M/S OF123
Fresno, CA 93726

Phone #: (559) 278-0840
Fax #: (559) 278-0992

CONTRACTOR

County of Tulare
2800 West Burrel Avenue
Visalia, CA 93291

Phone #: (559) 733-6271
Fax #: (559) 733-6898

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Approved for the California State University,
Fresno Foundation

by _____

Thomas McClanahan
Associate Vice President
Office of Research and Sponsored Programs
California State University, Fresno

Date _____

and

by _____

Keith Kompsi, Director of Financial Services
California State University, Fresno Foundation

Date _____

Approved for County of Tulare

by _____

J. Steven Worthley
County Board of Supervisors

Date _____

APPROVED AS TO FORM:
COUNTY COUNSEL
By Salvatore B. Burrel
Deputy 20101625