

**SECOND AMENDMENT TO OPERATIONS AGREEMENT
GARY AND JANICE PODESTO TEEN IMPACT CENTER**

This Second Amendment is made and entered into on _____ and effective July 1, 2016 by and between Family Resource and Referral Center of San Joaquin, a non-profit public benefit corporation ("FRRC") and the City of Stockton, a municipal corporation ("CITY").

WHEREAS, CITY has selected FRRC to assist in the operation of Gary and Janice Podesto Teen Impact Center and providing activities associated with conducting appropriate youth and family services.

WHEREAS, CITY and FRRC entered into an Operations Agreement on July 1, 2011 for FRRC to operate the Teen Impact Center located at 725 N. El Dorado Street, Stockton, CA.

WHEREAS CITY and FRRC entered into a First Amendment to the Operational Agreement on July 1, 2014.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, the parties agree the following amendments:

1. **ARTICLE 2: TERM AND TERMINATION** shall be amended as follows:

2.1 Term: The Term of this Agreement begin on July 1, 2011. This Agreement remains in effect for a period of five (5) years. The option to renew for one additional five (5) year option is mutually agreed upon by both parties and will be effective from July 1, 2016 through June 30, 2021.

2. **ARTICLE 3: COMPENSATION AND SCHEDULE OF RECEIVABLES** shall be amended as follows:

3.1 Compensation: CITY shall pay FRRC for management and operation of the teen center as follows:

Year 1:	125,000
Year 2:	106,250 (15% reduction from Year 1)
Year 3:	85,000 (32% reduction from Year 1)

Year 4:	85,000 (32% reduction from Year 1)
Year 5:	85,000 (32% reduction from Year 1)
Year 6:	85,000 (32% reduction from Year 1)
Year 7:	85,000 (32% reduction from Year 1)
Year 8:	85,000 (32% reduction from Year 1)
Year 9:	85,000 (32% reduction from Year 1)
Year 10:	85,000 (32% reduction from Year 1)

3. **ARTICLE 12: STAKEHOLDER GROUPS, TEEN CENTER ADVISORY GROUP AND YOUTH ADVISORY COMMISSION** shall be amended to read as follows:

12.1 Teen Leadership Council: FRRC shall set the Teen Leadership Council (TLC) to provide advocacy, organizing, and programming advice to FRRC. Any teen in high school may apply to become a member of the group and attend monthly programming meetings. TLC agree to annually solicit members for all schools within the City limits with the understanding that representatives may not necessarily be found at each site. From time to time, the TLC bylaws will be amended as mutually agreed upon by the City of Stockton and Family Resource and Referral Center.

City Council designates TLC as the official voice for youth in the City of Stockton. Using FRRC application process. The TLC will elect one member per year to serve as the Youth Commissioner on the Parks and Recreation Commission, Police Chief's Advisory Board, and or other Boards and Commissions as requested.

The Community Services Director will have the authority to modify this article of the agreement if the City Council takes action to designate another group as the official voice of Stockton's youth.

4. Digital Signature. The Parties agree that this second amendment to the agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.
5. All other terms and conditions of the Agreement not expressly amended by the First Amendment or this Second Amendment shall remain unchanged and in full force and effect.

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AUTHORITY AND EXECUTION

The undersigned hereby represent and warrant that they are authorized by the parties to execute this First Amendment to the Management Agreement. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Operations Agreement to be executed on the first date written above.

ATTEST:

CITY OF STOCKTON

BONNIE PAIGE
CITY CLERK

KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM:

FAMILY RESOURCE AND REFERRAL
CENTER

JOHN LUEBBERKE
CITY ATTORNEY

KAY RUHSTALLER
EXECUTIVE DIRECTOR

BY: _____