

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this July 01, 2024, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (CITY), and Poverello House, a California 501(c)(3) not-for-profit Corporation (RECIPIENT). CITY and RECIPIENT are collectively referred to as Parties.

RECITALS

WHEREAS, CITY and RECIPIENT entered into an Agreement, dated September 01, 2023, for the use of Emergency Services Grant (ESG) funds for the administration and implementation of the ESG program to provide street outreach to people experiencing homelessness who are not engaged in navigation services and/or in emergency shelter within the City; and

WHEREAS, CITY and RECIPIENT desire to extend the term of the Agreement an additional three (3) months and increase the Subrecipient's compensation in order to fully expend the PY 22 ESG funds prior to their expenditure deadline.

AGREEMENT

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

1. The term of the Agreement is extended to November 30, 2024.
2. The compensation of the Subrecipient's agreement shall be increased by \$20,707.54 in PY 22 ESG Street Outreach not to exceed a total of \$222,069.54 for the period of September 01, 2023, through November 30, 2024.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by CITY and RECIPIENT, dated September 21, 2023, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

Poverello House,
a California nonprofit corporation

By: _____
Georgeanne A. White,
City Manager

DocuSigned by:
By: Zachary Darrah
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Name: Zachary Darrah

APPROVED AS TO FORM:
ANDREW JANZ

Title: Chief Executive Officer
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

City Attorney
DocuSigned by:
By: Brent Richardson 7/9/2024
538D38920F114F5...
Brent Richardson Date
Deputy City Attorney

DocuSigned by:
By: Linda Bowman
90A4975780564FA...
Name: Linda Bowman

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Karen Jenks,
Housing & Neighborhood Revitalization
Manager
2600 Fresno Street, CHN 3065
Fresno, CA 93721
Phone: (559) 621-8507
FAX:

SUBRECIPIENT:
Poverello House
Attention: Zach D. Darrah
CEO Poverello House
412 F. Street Fresno, CA 93706
Phone: (559) 498-6988
FAX: