

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) effective as of June 22, 2022, amends the Agreement (as defined below) entered into between the City of Fresno, a municipal corporation (CITY), and Poverello House, a California 501(c)(3) not-for-profit corporation (SUBRECIPIENT). CITY and the SUBRECIPIENT are collectively referred to as Parties.

RECITALS

CITY and SUBRECIPIENT entered into an Agreement for the administration of Coronavirus HEARTH Emergency Solutions Grant (HESG or ESG) funds provided to the CITY under Coronavirus Aid, Relief and Economic Security Act (CARES Act) (ESG-CV) for Street Outreach within the City of Fresno for the purpose of protecting the health and safety of people experiencing homelessness and reducing the spread of the COVID-19 outbreak (Agreement); and

CITY and the SUBRECIPIENT desire to extend the term of the Agreement and increase Subrecipient's compensation in order to meet the needs of homeless individuals impacted by COVID-19; and

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:

AMENDMENT

1. The Term of the Agreement is extended from June 30, 2022, to September 30, 2023.
2. Subrecipient's compensation shall be increased by \$304,018 for total compensation that shall not exceed \$671,605 for the period of July 1, 2021, through September 30, 2023.
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 SUBRECIPIENT, dated July 7, 2021, remains in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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 501 (c)
(3) not-for-profit Corporation

By: _____
Georgeanne A. White Date
City Manager

By: _____
Zachary D. Darrah,
Chief Executive Officer

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: _____
Tracy N. Parvanian Date
Supervising Deputy City Attorney

ATTEST:
TODD STREMER, CMC
City Clerk

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Karen Jenks,
Housing & Neighborhood
Revitalization Manager
2600 Fresno Street, CHN 3065
Fresno, CA 93721
Phone: (559) 621-8064
FAX:

Recipient:
Poverello House
Attention: Zachary D. Darrah
CEO Poverello House
412 F. Street
Fresno CA 93607
Phone: (559) 498-6988