

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 1st day of January 2022, amends the Agreement entered into between the City of Fresno, a municipal corporation (City), and Turning Point of Central California, Inc., a California Corporation (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement, dated January 1, 2021 (Agreement), to provide professional triage center services under the Homeless Housing, Assistance, and Prevention Program (HHAP) for a total fee of \$500,000; and

WHEREAS, the parties desire to extend the term of the Agreement to December 31, 2022; and

WHEREAS, the Consultant's compensation for the triage center services will remain a total fee of \$500,000; and

WHEREAS, City and Consultant desire to enter into this First Amendment to modify the Agreement; and

WHEREAS, with entry into this Amendment, the Consultant 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 premises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

1. The fee as referenced in Exhibit A (Agreement) shall remain in effect not to exceed \$500,000.
2. The term of the Agreement shall be extended to December 31, 2022.
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 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.

[Signatures follow on the next page.]

