

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) effective as of this 1st day of September 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** for the **HOMELESS HOUSING, ASSISTANCE, PREVENTION (HHAP)** for a total fee of \$500,000; and

WHEREAS, City and Consultant entered into a First Amendment to the Agreement on January 1, 2022, to extend the contract term to December 31, 2022 with no change to the total fee of \$500,000; and

WHEREAS, City and Consultant entered into a Second Amendment to the Agreement to increase the compensation for the triage center services by \$224,448 for 24-hour security services starting February 1, 2022, through December 31, 2022, using Homeless Housing, Assistance, and Prevention (HHAP) program funds for a total fee of \$724,448; and

WHEREAS, City and Consultant have negotiated a revised funding solution to provide professional triage center services at the Journey Home site using Community Development Block Grant CARES Act (CDBG-CV) program funds and desire to enter into a Third Amendment to the Agreement to reduce the compensation for the triage center services by \$500,000 in Homeless Housing, Assistance, and Prevention (HHAP) program funds through December 31, 2022, for a total fee of \$224,448.

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 Consultant's compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be reduced by \$500,000 in Homeless Housing, Assistance, and Prevention (HHAP) program funds for a total fee of \$224,448.

2. EXHIBIT A – SCOPE OF WORK is deleted in its entirety and replaced with the attached "Revised Exhibit A" to only reflect the 24-hour onsite security.

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.

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day, and year first above written.

CITY OF FRESNO,
A municipal corporation

TURNING POINT OF CENTRAL
CALIFORNIA, INC., a California
corporation

By: _____
Georgeanne A. White Date
City Manager

By: _____
Name: _____

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

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

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

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

- Attachments:
1. Revised Exhibit A – Scope of Work

REVISED EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK

**Consultant Service Agreement between City of Fresno
(City) and Turning Point of Central California, Inc.
(Consultant)**

Triage Center Services for the Homeless Housing, Assistance, and Prevention
(HHAP) Program

Security

Turning Point will subcontract 24-hour security services.