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Agenda Item: Approve 4th Amendment, 1:30PM

Date: 1/15/2018

2019 JAN 15 A 10:45

Council Meeting Date: 1/17/18

CITY OF FRESNO
CITY CLERK'S OFFICE

FRESNO CITY COUNCIL



Supplemental Information Packet

Agenda Item – ID 19-0192 Approve 4th Amendment (**Version 2**)

Content of Supplement: 4th Amendment to the Agreement between the City of Fresno and WestCare California (Version 2)

Item(s)

File ID 19-0192 - 4th Amendment (**Version 2**)

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN CITY OF FRESNO
AND WESTCARE CALIFORNIA, INC.**

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2019, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and WESTCARE CALIFORNIA, INC, a California 501(c)(3) not for profit corporation (Consultant).

RECITALS

City and Consultant entered into an Agreement between WestCare California, Inc., and the City of Fresno regarding Street Outreach Services effective March 1, 2016, (the Agreement); and

City and Consultant entered into a First Amendment to the Agreement on December 21, 2016, to extend the Agreement's termination date through June 30, 2017; and

City and Consultant entered into a Second Amendment to the Agreement on June 20, 2017, to extend the Agreement's termination date through December 31, 2017; and

City and Consultant entered into a Third Amendment to the Agreement on September 1, 2017, to extend the Agreement's termination date through June 30, 2018; and

City and Consultant now desire to extend the time for performance, provide for additional compensation to Consultant, and revise terms to the Agreement regarding reporting.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. Section 2 of the Agreement (Term of Agreement and Time for Performance) is deleted and replaced as follows:

This Agreement shall be effective from July 1, 2018, (Revised Effective Date) and shall continue in full force and effect through March 31, 2019, subject to any earlier termination in accordance with this Agreement. The services of Consultant as described in Exhibit A are to commence upon the Revised Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in Exhibit A.

2. Section 3(b) of the Agreement is deleted and replaced as follows:

Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. Consultant shall provide the City with a monthly report, broken down by Zip Code, of services

provided, including the number of people served and the types of services. A monthly report will also be made listing calls from each Council Member's Office and the Mayor's Office with their disposition. Consultant's monthly report shall be due by the end of the following calendar month and provided directly to the City's administration. Provision of these monthly reports is a requirement for subsequent payments under this Agreement. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be an amount not to exceed \$420,000; for total compensation of \$840,000 under the Agreement.

4. 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.

5. Whenever the Agreement is referred to, it shall mean the Agreement as modified by this Amendment. Except as otherwise provided herein, the Agreement entered into by City and Consultant, regarding Street Outreach Services effective March 1, 2016, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

WESTCARE CALIFORNIA, INC., a
California 501(c)(3) not-for-profit corporation

By: _____
Wilma Quan-Schechter
City Manager

By:  _____
Shawn Jenkins
Senior Vice President

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  _____
Tracy N. Paryanian Date 1-14-19
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy Date

Addresses:
City:
City of Fresno
Attention: Wilma Quan-Schechter, City
Manager
2600 Fresno Street, Room 3076
Fresno, CA 93721
Phone: (559) 621-8000
Fax: (559) 488-1078

Consultant:
WestCare California, Inc.
Attention: Shawn Jenkins, Senior Vice
President
1505 N. Chestnut
Fresno, CA 93703
Phone: (559) 251-4800
Fax: (559) 537-7827