

## **FIRST AMENDMENT TO SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (First Amendment) effective on July 1, 2024, amends the Service Agreement (Agreement) between the CITY OF FRESNO (City), and TURNING POINT OF CENTRAL CALIFORNIA (Service Provider). City and Service Provider are collectively referred to as Parties.

### **RECITALS**

- A. Whereas, the City and Service Provider entered into a Service Agreement, dated July 1, 2023 (Agreement), to provide for emergency shelter and professional triage center support services for unhoused individuals at the Golden State Triage Center located at 1415 W Olive Ave funded through the HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) program; and
- B. Whereas, the initial term of the Agreement is effective through June 30, 2024, for a total fee amount not to exceed \$1,554,734.11; and
- C. Whereas, the Parties desire to extend the term of the Agreement twelve months to June 30, 2025; and
- D. Whereas, the Parties desire to increase fee amount by \$1,599,726.12 using HHAP program funds, for a total fee amount not to exceed \$3,154,460.23.

### **AGREEMENT**

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

- 1. The term of the Agreement referenced in Section 2, "Term of Agreement and Time for Performance," shall be extended to June 30, 2025.
- 2. The fee of the Agreement referenced in Section 3(a), "Compensation," of \$1,554,734.11 shall be increased by \$1,599,726.12, for the total fee not to exceed \$3,154,460.23.
- 3. In the event of any conflict between the body of this First Amendment and any Exhibit or Agreement hereto, the terms and conditions of the body of this First 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 First Amendment, shall be null and void.
- 4. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider on July 1, 2023, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

By: \_\_\_\_\_  
Georgeanne A. White Date  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
By: Sukhman Sekhon 4/24/2024  
6917A7D9D8364A9...  
Sukhman S. Sekhon Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:

CITY:  
City of Fresno  
Attention: Joe Pasillas, Housing and  
Neighborhood Revitalization Manager  
2600 Fresno Street, Room 3065  
Fresno, CA 93721  
Phone: (559) 621-8053  
FAX: (559) [#]

TURNING POINT OF CENTRAL  
CALIFORNIA, INC.,  
a California non-profit organization

By: Ryan Banks 4/23/2024  
F4BA5FCDE134468...

Name: Ryan Banks

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

By: William Goodall 4/23/2024  
A44C6D398EC647C...

Name: William Goodall

Title: Chief Financial Officer  
(If corporation or LLC., CFO.,  
Treasurer, Secretary or Assistant  
Secretary)

SERVICE PROVIDER:  
Turning Point of Central California  
Attention: Ryan Banks  
Chief Executive Officer  
615 S Atwood Street  
Visalia, CA 93277  
Phone: (559) 906-8763  
FAX: (844) 364-4599



P.O. BOX 7447  
VISALIA, CA 93290

615 S. ATWOOD ST.  
VISALIA, CA 93277

(559) 732-8086

**Turning Point of Central California, Inc.**

**Board of Directors**

Resolution No.: 23.05

WHEREAS, Turning Point of Central California, Inc. is granted authority by California Corporations Code section 5140(i) and Federal law and Government section 501(C)(3) to enter into legal agreements.

AND WHEREAS,

the day-to-day operations of the Corporation require many legal agreements to be executed,

AND WHEREAS,

the Chief Executive Officer is responsible as delegated by the Board of Directors in accordance with authority vested in the Corporation pursuant to California Corporations Code section 5210, for the leadership, coordination, development, and management of all activities of the Corporation.

NOW, THEREFORE, BE IT RESOLVED,

that as of June 22, 2023 the Board of Directors of Turning Point of Central California, Inc. officially designates, empowers, and authorizes Ryan Banks, Chief Executive Officer, to negotiate and execute all legal agreements and contracts and any modifications or amendments thereon on behalf of said Corporation. The Chief Executive Officer may at his discretion delegate this authority to a Chief Operating Officer, Chief Legal Officer, or Foundation Director. This delegation does not subject the executing party to liability for contractual obligations of the Corporation.

# TP TURNING POINT OF CENTRAL CALIFORNIA, INC.

P.O. BOX 7447  
VISALIA, CA 93290

615 S. ATWOOD ST.  
VISALIA, CA 93277

(559) 732-8086

We certify the above to be a true and correct copy of the Resolution duly adopted by the governing board at its meeting on Thursday June 22, 2023.

Ayes: 5

Noes: 0

Absent: 3

Signature: David Francis

David Francis, President

Date: 6/22/23

Attest: Dennis Gemlin

Dennis Gemlin, Secretary

Date: 08/09/2023