

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) effective as of the 1st day of July, 2020, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City) and FRESNO PACIFIC UNIVERSITY CENTER FOR COMMUNITY TRANSFORMATION, a California nonprofit corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement, effective August 1, 2017, wherein the City appointed a Faith-Based Partnership Council (Council) to inform and provide input to the Mayor's Office on critical issues pertaining to topics that directly involve religious, faith-based or community-based organizations in Fresno; to serve as a liaison between congregations, denominations, or networks; provide information, news and updates; and form recommendations on how the City can more effectively partner with faith-based organizations to help the wider community (Agreement); and

WHEREAS, the Consultant works with the Mayor's office to convene and host quarterly meetings of a Council Cabinet, conduct communications with the Council Cabinet, track and report progress of projects, and plan and implement the annual Mayor's Faith Based Community Report event with the Council's broader membership (Services); and

WHEREAS, the Agreement provided for an initial term through July 31, 2018, for a total fee not to exceed \$12,000 for the Services; and

WHEREAS, City and Consultant executed an amendment to extend the term of the Agreement to June 30, 2019, and increase the annual funding from \$12,000 to \$18,000 for the Services and allow for reimbursement of meeting expenses up to \$1,000 annually; and

WHEREAS, City and Consultant executed a second amendment to extend the term of the Agreement to June 30, 2020, and authorize an additional year of funding;

WHEREAS, City and Consultant now desire to modify the Agreement to extend the term of the Agreement to June 30, 2021, and authorize an additional year of funding as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Section 2 (Term of Agreement) shall be amended as follows:

The termination date of June 30, 2020 shall be deleted and replaced with June 30, 2021.

2. Section 3 (Compensation) shall be deleted in its entirety and replaced with the following:

Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be an additional \$18,000 based upon 15 hours per month at \$100 per hour. City shall also reimburse Consultant for meeting expenses of up to \$1,000 annually, for a total fee not to exceed \$69,000. Consultant will invoice the City in equal installments each quarter based on the performance requirements included in Exhibit C. The City shall reimburse Consultant upon City's receipt, review and approval of invoices for the meeting expenses.

The parties may modify this Agreement to increase or decrease the scope of services which may include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by a written amendment to the Agreement signed by an authorized representative of each party.

3. Except as otherwise provided herein, the Agreement entered into by City and Consultant, effective August 1, 2017, remains in full force and effect.

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, and shall be null and void.

[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: _____
Wilma Quan
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Tracy M. Parvanian Date
Senior Deputy City Attorney
9-16-20

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy

FRESNO PACIFIC UNIVERSITY,
CENTER FOR COMMUNITY
TRANSFORMATION,
a California nonprofit corporation

By: [Signature]

Name: Randy White

Title: CCT Executive Director
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

By: [Signature]

Name: Robert Lippert

Title: CFO, Fresno Pacific Univ.
(If corporation or LLC, CFO,
Treasurer, Secretary, or Assistant
Secretary)