

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

THIS FIFTH 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 entered into a Fourth Amendment to the Agreement on January 17, 2019 to extend the time for performance, provide for additional compensation to Consultant, and revise terms to the Agreement regarding reporting; and

City and Consultant now desire to extend the time for performance and provide for additional compensation to Consultant.

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 June 30, 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. Consultant's sole compensation for satisfactory performance of all additional services required or rendered pursuant to this Amendment shall be an amount not to exceed \$84,000.

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 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.

4. 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
Shawn Jenkins
Senior Vice President

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Tracy N. Parvanian
Tracy N. Parvanian
Senior Deputy City Attorney
Date 2-28-19

ATTEST:
YVONNE SPENCE, MMC CRM
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