

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (First Amendment) made and entered into as of this ____ day of November 2020, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation, (CITY), and FRESNO ECONOMIC OPPORTUNITIES COMMISSION (GRANTEE).

RECITALS

WHEREAS, CITY and GRANTEE entered into an agreement, dated September 16, 2020, for COVID-19 testing, tracing, and quarantine support (Project); and

WHEREAS, the Project is funded with CARES Act funds pursuant to 42 U.S.C. Section 801 et seq.; and

WHEREAS, while current CARES Act guidance requires costs to be incurred by December 30, 2020, the City is informed and believes that the timeline will be extended to allow additional time for performance and delivery; and

WHEREAS, CITY and GRANTEE desire to extend the Agreement to February 28, 2021, to complete the Project on the terms and conditions set forth herein; and

WHEREAS, GRANTEE agrees it has no claim, demands, or disputes against CITY.

AGREEMENT

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. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. Conditioned upon extension of the CARES Act, and subject to any terms and conditions of such extension, the Agreement is extended to February 28, 2021.
3. The Scope of Services shall be expanded to include GRANTEE'S support and assistance with vaccination efforts, as may be directed by the CITY.
4. GRANTEE shall be afforded flexibility to allocate grant funds between services and supplies to fulfill the intent of the Agreement, without further CITY approval.
5. GRANTEE shall fully and timely participate in data sharing with the CITY, County of Fresno, and other entities under contract with the CITY concerning COVID-19 test results and contact tracing.
6. GRANTEE shall be awarded an additional \$150,000 for services rendered pursuant to this First Amendment.
7. Except as otherwise provided herein, the Agreement entered into by CITY and GRANTEE on September 16, 2020, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement in 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: _____
Deputy City Attorney

Date

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

FRESNO ECONOMIC
OPPORUNITIES COMMISSION,
A California nonprofit corporation

By: _____

Name: _____

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

By: _____

Name: _____

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