

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this 7th day of May, 2019 ("Effective Date"), by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("COUNTY"), and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California nonprofit corporation, whose address is 615 S. Atwood Street, Visalia, CA 93277 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-19-039, dated January 29, 2019 ("Agreement"), pursuant to which CONTRACTOR agreed to provide transitional housing and services to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the annual and total maximum compensation amounts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section Five of the Agreement, located on page three, lines one through twenty-two, is deleted in its entirety and replaced with the following:

"5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as set forth in Exhibit "B." CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Probation Department, 3333 E. American Avenue, Suite B, Fresno, California 93725.

In no event shall compensation paid for services performed under this Agreement exceed One Million, Two Hundred Thousand Dollars (\$1,200,000) annually from February 1 through January 31 of each contract year during the term of this agreement. In no event shall compensation paid for services for the initial three year term of this Agreement exceed three million, six hundred thousand dollars (\$3,600,000). If the Agreement is extended for a fourth year, in no event shall the compensation paid for the total four-year term exceed four million, eight hundred thousand dollars (\$4,800,000). If the Agreement is extended for a fifth year, in no event shall the compensation paid for the total five-year term exceed six million dollars (\$6,000,000). It is understood that all expenses

1 incidental to CONTRACTOR's performance of services under this Agreement be borne by
2 CONTRACTOR.

3 CONTRACTOR shall submit monthly invoices referencing the County Contract Number,
4 as noted on page 1 of this Agreement. CONTRACTOR shall include with the invoice backup
5 documentation regarding the total number of days charged in the invoice. The backup documentation
6 shall include each participant's name and the total number of days each participant was in the program
7 that month. CONTRACTOR shall submit invoices to the County of Fresno, Probation Department
8 Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or to
9 ProbationInvoices@fresnocountyca.gov. Payments by COUNTY shall be made within forty-five (45)
10 days after receipt of CONTRACTOR's properly completed invoices. Such payments shall be mailed to
11 the CONTRACTOR's address identified on page 1 of this Agreement. "

12 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
13 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
14 shall be considered the Agreement.

15 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
16 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
17 in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

TURNING POINT OF CENTRAL
CALIFORNIA, INC.

(Authorized Signature)

Raymond R. Banks, Chief Executive Officer

Print Name & Title

P.O. Box 7447

Visalia, CA 93290-7447

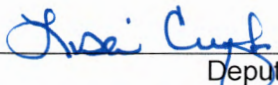
Mailing Address

COUNTY OF FRESNO

Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 34309999

Account No.: 7295