#### SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this 1st day of June, 2020 ("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 support services to COUNTY;

WHEREAS, on May 7, 2019, COUNTY and CONTRACTOR amended the Agreement to increase the annual and total maximum compensation amounts ("First Amendment");

WHEREAS, COUNTY has been awarded additional grant funds not anticipated under the Agreement or the First Amendment; and

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement in order to increase the annual and total maximum compensation amounts, due to the award of additional grant funding now available for additional services.

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 to CONTRACTOR for services performed under this Agreement exceed one million, two hundred thousand dollars (\$1,200,000) for the first year of this Agreement, from February 1, 2019 through January 31, 2020. In no event shall compensation paid to

CONTRACTOR exceed one million, six hundred ninety-three thousand, one hundred fifteen dollars (\$1,693,115) for the second year and third year of the Agreement, February 1, 2020 through January 31, 2022. In no event shall compensation paid to CONTRACTOR for services provided in the initial three-year term of this Agreement exceed four million, five hundred eighty-six thousand, two hundred thirty dollars (\$4,586,230). If the Agreement is extended for a fourth year, in no event shall the compensation paid to CONTRACTOR for the total four-year term exceed six million, two hundred seventy-nine thousand, three hundred forty-five dollars (\$6,279,345). If the Agreement is extended for a fifth year, in no event shall the compensation paid to CONTRACTOR for the total five-year term exceed seven million, nine hundred seventy-two thousand, four hundred sixty dollars (\$7,972,460). It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement be borne by CONTRACTOR.

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

2. Exhibit "B" of the Agreement is deleted in its entirety and replaced with a new Exhibit "B".

COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to again amend the Agreement and, that upon execution of this Second Amendment, the Agreement, the First Amendment, and this Second Amendment together shall be considered "the Agreement."

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

### EXECUTED AND EFFECTIVE as of the date first above set forth. 1 2 3 TURNING POINT OF CENTRAL **COUNTY OF FRESNO** CALIFORNIA, INC. 4 5 (Authorized Signature) Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of 6 Fresno Raymond R. Banks, Chief Executive Officer 7 Print Name & Title 8 P.O. Box 7447 9 Visalia, CA 93290-7447 ATTEST: Mailing Address 10 Bernice E. Seidel Clerk of the Board of Supervisors 11 County of Fresno, State of California 12 13 14 15 16 FOR ACCOUNTING USE ONLY: 17 18 ORG No.: 34321975 19 Account No.: 7295

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## COMPENSATION

CONTRACTOR will be compensated for the number of days with beds filled, with the tier to be determined by COUNTY based on a monthly average of filled beds per day at the rates listed below.

Tiers	Bid Amount
All-inclusive per day/filled bed rate for 1-10 occupied beds:	\$363.06
All-inclusive per day/filled bed rate for 11-20 occupied beds:	\$193.63
All-inclusive per day/filled bed rate for 21-30 occupied beds:	\$126.28
All-inclusive per day/filled bed rate for 31-40 occupied beds:	\$90.97
All-inclusive per day/filled bed rate for 41-70 occupied beds:	\$67.55