

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment No. 1, is made and entered into this 28th day of March, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and, HOUSING AUTHORITY OF THE CITY OF FRESNO, a Public Body, whose address is 1331 Fulton Street, Fresno, CA 93721, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-20-089, effective February 25, 2020, receive allocation funding from the California Department of Social Services (CDSS) to administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program, authorized by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014); and

WHEREAS, the COUNTY has a significant population of homeless families who need rapid rehousing assistance; and

WHEREAS, the SUBRECIPIENT is willing and able to provide said rapid rehousing assistance and related supportive services to homeless families.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. That the existing COUNTY Agreement No. A-20-089, Page Two (2), Section Two (2) beginning with Line Eight (8), with the word "2" and ending on Page Two (2), Line Fourteen (14) with the word "performance," be deleted and the following inserted in its place:

"2. TERM

The term of this Agreement shall commence on March 1, 2020 through and including May 31, 2024."

2. That the existing COUNTY Agreement No. A-20-089, Page Three (3), Section Four (4) beginning with Line Nine (9), with the number Four "4" and ending on Page Three (3), Line Twenty (20) with the word "COUNTY", be deleted and the following inserted in its place:

///

1 **“4. COMPENSATION**

2 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
3 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with the
4 Revised Exhibit B.

5 In no event shall compensation paid for services performed under this Agreement be in excess
6 of Three Million Seven Hundred Thirty-Three Thousand, Two Hundred Forty-Five and No/100 Dollars
7 (\$3,733,245) during the term of this Agreement. For the period of March 1, 2020 through May 31,
8 2020, in no event shall compensation paid for services performed under this agreement be in excess
9 of Two Hundred and Thirty-Four Thousand and No/100 Dollars (\$234,000). For the period of June 1,
10 2020 through May 31, 2021, in no event shall compensation paid for services performed under this
11 agreement be in excess of Six Hundred Thousand and No/100 Dollars (\$600,000). For the period of
12 June 1, 2021 through May 31, 2022, in no event shall compensation paid for services performed under
13 this agreement be in excess of Six Hundred Thousand and No/100 Dollars (\$600,000). For the period
14 of June 1, 2022 through May 31, 2023, in no event shall compensation paid for services performed
15 under this agreement be in excess of Eight Hundred Thousand and No/100 Dollars (\$800,000). For
16 the period of June 1, 2023 through May 31, 2024, in no event shall compensation paid for services
17 performed under this agreement be in excess of One Million Four Hundred Ninety-Nine Thousand Two
18 Hundred Forty-Five and No/100 Dollars (\$1,499,245). Payments by COUNTY shall be in arrears, for
19 services provided during the preceding month, within forty-five (45) days after receipt, verification and
20 approval of SUBRECIPIENT’s invoices by COUNTY.”

21 The SUBRECIPIENT is solely responsible for all of its costs and expenses that are not
22 specified as payable by the County under this Agreement. If SUBRECIPIENT should fail to comply
23 with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
24 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
25 and conditions of this Agreement shall automatically revert to COUNTY.

26 SUBRECIPIENT acknowledges that COUNTY is a local government entity and does so with
27 notice that the COUNTY’s powers are limited by the California Constitution and by State law, and with
28 notice that SUBRECIPIENT may receive compensation under this Agreement only for services

1 performed according to the terms of this Agreement and while this Agreement is in effect, and subject
2 to the maximum amount payable under this section. SUBRECIPIENT further acknowledges that
3 COUNTY's employees have no authority to pay SUBRECIPIENT except as expressly provided in this
4 Agreement.

5 The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in
6 part by the State of California and the United States Federal government. In the event that funding for
7 these services is delayed by the State Controller or the Federal government, COUNTY may defer
8 payment to SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of
9 funding delayed to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the
10 period of time of the State Controller's or Federal government's delay of payment to COUNTY plus
11 forty-five (45) days.

12 3. That all references in existing COUNTY Agreement No. A-20-089 to "Exhibit B" shall be
13 changed to read "Revised Exhibit B", which is attached hereto and incorporated herein by this
14 reference.

15 4. The SUBRECIPIENT represents and warrants to the COUNTY that:

16 a. The SUBRECIPIENT is duly authorized and empowered to sign and
17 perform its obligations under this amendment.

18 b. The individual signing this Amendment on behalf of the SUBRECIPIENT is
19 duly authorized to do so and his or her signature on this Amendment legally binds the SUBRECIPIENT to
20 the terms of this Amendment.

21 5. The parties agree that this Amendment may be executed by electronic signature as
22 provided in this section.

23 a. An "electronic signature" means any symbol or process intended by an
24 individual signing this Amendment No. 1 to represent their signature, including but not limited to (1) a
25 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
26 scanned and transmitted (for example by PDF document) of a handwritten signature.

27 b. Each electronic signature affixed or attached to this Amendment No. 1
28 (1) is deemed equivalent to a valid original handwritten signature of the person signing this

1 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any administrative
2 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature
3 of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code
5 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
6 2, Title 2.5, beginning with Section 1633.1).

7 d. Each party using a digital signature represents that it has undertaken
8 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
9 through (5), and agree that each other party may rely upon that representation.

10 e. This Amendment No. 1 is not conditioned upon the parties conducting
11 the transactions under it by electronic means and either party may sign this Agreement with an original
12 handwritten signature.

13 6. COUNTY and SUBRECIPIENT agree that this Amendment No. 1 is sufficient to amend
14 Agreement No. A-20-089 and, that upon execution of this Amendment No. 1, the original Agreement
15 and Amendment No. 1, shall together be considered the Agreement.

16 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
17 covenants, conditions and promises contained in this Agreement not amended herein shall remain in
18 full force and effect. This Amendment No. 1 shall become effective retroactively to March 1, 2023.

19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Agreement as
2 of the day and year first hereinabove written.

3
4 **SUBRECIPIENT:**

COUNTY OF FRESNO

5 HOUSING AUTHORITY OF THE
6 CITY OF FRESNO

7 By: Tyrone Roderick Williams

8 By: Sal Quintero
9 Sal Quintero, Chairman of the
10 Board of Supervisors of the County of Fresno

11 Print Name: Tyrone Roderick Williams

12 Title: Chief Executive Officer
13 Chairman of the Board, or
14 President, or any Vice President

15 ATTEST:
16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By: Hanah M

20
21 **Mailing Address:**

22 Housing Authority of the City of Fresno
23 1331 Fulton Street
24 Fresno, CA 93721
25 Phone No.: (559) 443-8431

26 Fund/Subclass: 0001/10000
27 Organization: 56107001
28 Account/Program: 7870/0
SB: mf

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
SERVICES: CalWORKs Housing Support Program
CONTRACT TERM: March 1, 2020 through May 31, 2020
CONTRACT AMOUNT: \$234,000
3 Month Budget

Budget Categories	Amount
<hr/>	
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Vouchers	
	Subtotal \$170,000
<hr/>	
Housing Navigation Services	
Salaries	
.75 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$15,000
<hr/>	
Case Management Services	
Salaries	
2.0 FTE Case Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$34,000
<hr/>	
Administration	
Salaries	
.1 FTE Senior Manager	
.2 FTE Assistant Manager	
.1 FTE Admin Assistant	
.2 FTE Resident Services Coordinator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$15,000
<hr/>	
	Total \$234,000

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
 SERVICES: CalWORKs Housing Support Program
 CONTRACT TERM: June 1, 2020 through May 31, 2021 (\$600,000)
 June 1, 2021 through May 31, 2022 (\$600,000)
 CONTRACT AMOUNT: \$600,000

Budget Categories	Amount
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Vouchers	
Subtotal	\$348,000
Housing Navigation Services	
Salaries	
.75 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$63,000
Case Management Services	
Salaries	
2.0 FTE Case Manager	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$139,000
Administration	
Salaries	
.1 FTE Senior Manager	
.2 FTE Assistant Manager	
.1 FTE Admin Assistant	
.2 FTE Resident Services Coordinator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$50,000
Total	\$600,000

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
 SERVICES: CalWORKs Housing Support Program
 CONTRACT TERM: June 1, 2022 through May 31, 2023
 CONTRACT TOTAL: \$800,000

12 Month Budget

Budget Categories	Amount
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Voucher	
Subtotal	\$548,000
Housing Navigation Services	
Salaries	
.75 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 63,000
Case Management Services	
Salaries	
2 FTE Case Managers	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 139,000
Administration	
Salaries	
.10 FTE Assistant Director	
.20 Sr. Analyst	
.10 Administrative Assistant	
.20 Resident Services Coordinator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 50,000

Total \$800,000

BUDGET SUMMARY

ORGANIZATION: Housing Authority of the City of Fresno
 SERVICES: CalWORKs Housing Support Program
 CONTRACT TERM: June 1, 2023 through May 31, 2024
 CONTRACT TOTAL: \$1,499,245

12 Month Budget

Budget Categories	Amount
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Voucher	
Subtotal	\$1,132,000
Housing Navigation Services	
Salaries	
1FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 69,567
Case Management Services	
Salaries	
2 FTE Case Managers; .10 Program Director	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 161,383
Administration	
Salaries	
.10 FTE Assistant Director	
.20 Sr. Analyst	
.10 Administrative Assistant	
.20 Resident Services Coordinator	
Taxes	
Benefits	
Operational Costs	

Subtotal \$ 136,295

Total \$1,499,245