

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment No. 2, 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 CENTRO LA FAMILIA ADVOCACY SERVICES, INC., a California non-profit corporation, whose address is 302 Fresno Street, Suite 102, Fresno, CA 93706, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COUNTY, through the Department of Social Services (DSS) receives 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 CalWORKs families who are homeless and in need of rapid rehousing assistance; and

WHEREAS, the parties entered into that certain Agreement, identified as County Agreement No. A-20-090, effective February 25,2020; and Amendment No.1, identified as County Agreement No. A-20-090-1, effective May 11, 2021, whereby SUBRECIPIENT agreed to provide rapid rehousing assistance and related supportive services to CalWORKs homeless families; and

WHEREAS, amidst the COVID-19 pandemic there has been an increased need for rapid rehousing services for CalWORKs families and longer stays in emergency shelters, the parties desire to amend County Agreement No. A-20-090; and County Agreement No. A-20-090-1 to provide additional funds for rapid rehousing assistance and related supportive services to CalWORKs homeless families to meet the increased need for such services; and

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-20-090 Page Two (2), Section Two (2) beginning with Line One (1), with the number "2" and ending on Page Two (2), Line Seven (7) with the word "performance," shall be deleted and the following inserted in its place:

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1 **“2. TERM**

2 The term of this Agreement shall commence on March 1, 2020 through and including May 31,
3 2024.”

4 2. That the existing COUNTY Agreement No. A-20-090 Page Three (3), Section Four (4)
5 beginning with Line Four (4), with the number “4” and ending on Page Three (3), Line Fifteen (15) with
6 the word “COUNTY,” as previously modified by Amendment No. 1, Page One (1), Section One (1),
7 Line Twenty-Three (23) with the number “1” and ending on Page Two (2), Line Nine (9) with the word
8 “COUNTY” be deleted and the following inserted in its place:

9 **“4. COMPENSATION**

10 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
11 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with the
12 Revised Exhibit B-1.

13 In no event shall services performed under this Agreement be in excess of Two Million, Two
14 Hundred Eighty-Two Thousand, Two Hundred and Twenty and No/100 Dollars (\$2,282,220). For the
15 period of March 1, 2020 through May 31, 2020, in no event shall services performed under this
16 Agreement be in excess of One Hundred Thousand and No/100 Dollars (\$100,000). For the period of
17 June 1, 2020 through May 31, 2021, in no event shall services performed under this Agreement be in
18 excess of Four Hundred Seventy-One Thousand Two Hundred Twenty and No/100 Dollars
19 (\$471,220). For the period of June 1, 2021 through May 31, 2022, in no event shall services performed
20 under this Agreement be in excess of Four Hundred Thousand and No/100 Dollars (\$400,000). For the
21 period of June 1, 2022 through May 31, 2023, in no event shall services performed under this
22 Agreement be in excess of Five Hundred Sixty-One Thousand and No/100 Dollars (\$561,000). For the
23 period of June 1, 2023 through May 31, 2024, in no event shall services performed under this
24 Agreement be in excess of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000). Payments
25 by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45)
26 days after receipt, verification and approval of SUBRECIPIENT’s invoices by COUNTY.”

27 The SUBRECIPIENT is solely responsible for all of its costs and expenses that are not
28 specified as payable by the County under this Agreement. If SUBRECIPIENT should fail to comply

1 with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
2 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
3 and conditions of this Agreement shall automatically revert to COUNTY.

4 SUBRECIPIENT acknowledges that COUNTY is a local government entity, and does so with
5 notice that the COUNTY's powers are limited by the California Constitution and by State law, and
6 with notice that SUBRECIPIENT may receive compensation under this Agreement only for services
7 performed according to the terms of this Agreement and while this Agreement is in effect, and
8 subject to the maximum amount payable under this section. SUBRECIPIENT further acknowledges
9 that COUNTY's employees have no authority to pay SUBRECIPIENT except as expressly provided
10 in this Agreement.

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

18 3. That, effective upon execution, all references in existing COUNTY Agreement No. A-20-
19 090 to "Revised Exhibit B" shall be changed to read "Revised Exhibit B-1," which is attached hereto
20 and incorporated herein by this reference.

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

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

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

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

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

5 b. Each electronic signature affixed or attached to this Amendment No. 2
6 (1) is deemed equivalent to a valid original handwritten signature of the person signing this
7 Amendment No. 2 for all purposes, including but not limited to evidentiary proof in any administrative
8 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature
9 of that person.

10 c. The provisions of this section satisfy the requirements of Civil Code
11 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
12 2, Title 2.5, beginning with Section 1633.1).

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

16 e. This Amendment No. 2 is not conditioned upon the parties conducting
17 the transactions under it by electronic means and either party may sign this Agreement with an original
18 handwritten signature.

19 6. COUNTY and SUBRECIPIENT agree that this Amendment No. 2 is sufficient to amend
20 Agreement No. A-20-090 and, that upon execution of this Amendment No. 2, the original Agreement,
21 Amendment No. 1 and this Amendment No. 2, shall together be considered the Agreement.

22 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
23 covenants, conditions and promises contained in this Agreement not amended herein shall remain in
24 full force and effect. This Amendment No. 2 shall become effective retroactively to March 1, 2023.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement as of the
2 day and year first hereinabove written.

3 **SUBRECIPIENT:**

COUNTY OF FRESNO

4 CENTRO LA FAMILIA ADVOCACY

5 SERVICES, INC.

6 By: Robert E. Solis

By: Sal Quintero

7 Print Name: Robert Solis

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

8 Title: Board Chair
9 Chairman of the Board, or
10 President, or any Vice President

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

11 By: Marc V. Young

12 Print Name: Marc V. Young

By: Hanana
Deputy

13 Title: Chief Financial Officer
14 Secretary (of Corporation), or
15 any Assistant Secretary, or
16 Chief Financial Officer, or
17 any Assistant Treasurer

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19
20 **Mailing Address:**

21 Centro La Familia Advocacy Services, Inc.
22 302 Fresno Street, Suite 102
23 Fresno, CA 93706
24 Phone No.: (559) 237-2961

25 Fund/Subclass: 0001/10000
26 ORG No.: 56107001
27 Account No.: 7870/0
28 SB:mf

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
SERVICES: CalWORKs Housing Support Program
CONTRACT TERM: March 1, 2020 through May 31, 2020
CONTRACT TOTAL: \$100,000

3 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 Vouchers	
	Subtotal \$56,000
Housing Navigation Services	
Salaries	
1.0 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$17,000
Case Management Services	
Salaries	
1.0 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$17,000
Administration	
Salaries	
.25 FTE Program Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$10,000
	Total \$100,000

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
SERVICES: CalWORKs Housing Support Program
CONTRACT TERM: June 1, 2020 through May 31, 2021
CONTRACT TOTAL: \$471,220

12 Month Budget

Budget Categories	Amount
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Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Motel/Hotel Vouchers	
	Subtotal \$325,220
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Housing Navigation Services	
Salaries	
1.0 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$58,000
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Case Management Services	
Salaries	
1.0 FTE Case Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$58,000
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Administration	
Salaries	
.25 FTE Program Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$30,000
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	Total \$471,220

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
SERVICES: CalWORKs Housing Support Program
CONTRACT TERM: June 1, 2021 through May 31, 2022
CONTRACT TOTAL: \$400,000

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 Vouchers	
	Subtotal \$254,000
Housing Navigation Services	
Salaries	
1.0 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$58,000
Case Management Services	
Salaries	
1.0 FTE Case Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$58,000
Administration	
Salaries	
.25 FTE Program Manager	
Taxes	
Benefits	
Operational Costs	
	Subtotal \$30,000
	Total \$400,000

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
 SERVICES: CalWORKs Housing Support Program
 CONTRACT TERM: June 1, 2022 through May 31, 2023
 CONTRACT TOTAL: \$561,000

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	\$415,000
Housing Navigation Services	
Salaries	
1FTE Housing Navigator	
Taxes	
FICA: 7.65% x Salary	
SUI:(7,000 x 1FTE) x 6.2%	
Benefits	
Retirement: 3% of total salaries	
Health Insurance: \$500 x1 FTE x 12 Months	
Operational Costs = cost for operations to include telecommunications (cell, landline, data) rent, office supplies, travel, postage, printing, equipment, furniture, utilities, etc)	
Subtotal	\$ 58,000
Case Management Services	
Salaries	
1 FTE Case Managers	
Taxes	
FICA: 7.65% x Salary	
SUI:(7,000 x 1FTE) x 6.2%	
Benefits	
Retirement: 3% of total salaries =	
Health Insurance: \$500 x1 FTE x 12 Months =	
Operational Costs = cost for operations to include telecommunications (cell, landline, data) rent, office supplies, travel, postage, printing, equipment, furniture, utilities, etc)	
Subtotal	\$ 58,000

Administration

Salaries

.25 FTE Program Manager =

Taxes

FICA: 7.65% x Salary

SUI:(7,000 x 0.5 FTE) x 6.2%

Benefits

Retirement: 3% of total salaries

Health Insurance: \$500 x1 FTE x 12 Months

Operational Costs= cost for operations to include telecommunications
(cell, landline, data) rent, office supplies, travel, postage, printing,
equipment, furniture, utilities, etc)

Subtotal \$ 30,000

Total \$561,000

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
 SERVICES: CalWORKs Housing Support Program
 CONTRACT TERM: June 1, 2023 through May 31, 2024
 CONTRACT TOTAL: \$750,000

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	\$555,000
Housing Navigation Services	
Salaries	
1FTE Housing Navigator	
Taxes	
FICA: 7.65% x Salary	
SUI:(7,000 x 1FTE) x 6.2%	
Benefits	
Retirement: 3% of total salaries	
Health Insurance: \$500 x1 FTE x 12 Months	
Operational Costs = cost for operations to include telecommunications (cell, landline, data) rent, office supplies, travel, postage, printing, equipment, furniture, utilities, etc)	
Subtotal	\$ 75,000
Case Management Services	
Salaries	
1 FTE Case Managers	
Taxes	
FICA: 7.65% x Salary	
SUI:(7,000 x 1FTE) x 6.2%	
Benefits	
Retirement: 3% of total salaries =	
Health Insurance: \$500 x1 FTE x 12 Months =	
Operational Costs = cost for operations to include telecommunications (cell, landline, data) rent, office supplies, travel, postage, printing, equipment, furniture, utilities, etc)	
Subtotal	\$ 75,000

Administration

Salaries

.25 FTE Program Manager =

Taxes

FICA: 7.65% x Salary

SUI:(7,000 x 0.5 FTE) x 6.2%

Benefits

Retirement: 3% of total salaries

Health Insurance: \$500 x1 FTE x 12 Months

Operational Costs= cost for operations to include telecommunications
(cell, landline, data) rent, office supplies, travel, postage, printing,
equipment, furniture, utilities, etc)

Subtotal \$ 45,000

Total \$750,000