

AMENDMENT III TO AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of December, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **WESTCARE CALIFORNIA, INC.**, a California non-profit corporation, whose address is 1900 N. Gateway Blvd., Ste. 100, Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-541, effective September 11, 2018; and Amendment I, identified as COUNTY Agreement No. 18-541-1, effective March 26, 2019; and Amendment II, identified as COUNTY Agreement No. 18-541-2, effective June 23, 2020; hereinafter referred to collectively as Agreement No. 18-541 for disability advocacy, housing-based case management, housing assistance, and related services for homeless and disabled individuals in Fresno County; and

WHEREAS, COUNTY, through its Department of Social Services (DSS) has received an additional allocation of Emergency Solutions Grant funds to support the Housing and Disability Advocacy Program (HDAP), as described by the Welfare and Institutions Code (WIC) section 18999 et seq. (as now in effect and as may be amended from time to time), as most recently authorized by Assembly Bill 135 (Chapter 85, Statutes of 2021); and

WHEREAS, the COUNTY continues to have a significant population of homeless and disabled individuals in need of HDAP services, and the parties desire to amend the Agreement regarding changes as stated below.

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

1. That the existing COUNTY Agreement No. 18-541, Page Two (2) Section Two (2) beginning with line Twenty-One (21), with the number "2" and ending on Line Twenty-Three (23) with the year "2020," be deleted and the following inserted in its place:

"2. TERM

The term of this Agreement shall commence on the 11th day of September, 2018, through

1 and including the 30th day of June, 2022. This Agreement may be extended for up to three additional,
2 consecutive, four-month periods upon written approval of both parties no later than ten (10) days prior to
3 the first day of the four-month extension period. The DSS Director of his or her designee is authorized to
4 execute such written approval on behalf of COUNTY based on SUBRECIPIENT's satisfactory
5 performance.”

6 2. That the existing COUNTY Agreement No. 18-541, Page Three (3), Section Four (4)
7 beginning with Line Eighteen (18), with the number “4” and ending on Page Four (4), Line Sixteen (16) with
8 the word “days,” be deleted and the following inserted in its place:

9 **“4. COMPENSATION**

10 For actual services provided as identified in the terms and conditions of this Agreement,
11 including Revised Exhibit A-1, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to
12 receive compensation in accordance with Revised Exhibit B-2, “Budget Summary,” attached hereto and by
13 this reference incorporated herein. Mandated travel shall be reimbursed based on actual expenditures and
14 mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS
15 published rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that
16 services have actually been performed by SUBRECIPIENT as specified in this Agreement.

17 The maximum amount payable to SUBRECIPIENT for the period of September 11, 2018
18 through June 30, 2020 shall not exceed Seven Hundred and Fifty Thousand and No/100 Dollars
19 (\$750,000). The maximum amount payable to SUBRECIPIENT for the period of July 1, 2020 through June
20 30, 2021 shall not exceed Five Hundred and Ten Thousand One Hundred and Two and No/100 Dollars
21 (\$510,102). The maximum amount payable to SUBRECIPIENT for the period of July 1, 2021 through June
22 30, 2023 shall not exceed One Million Two Hundred and Forty-Nine Thousand Nine Hundred and Seventy-
23 Eight and No/100 Dollars (\$1,249,978). In no event shall the maximum contract amount for the services
24 provided by the SUBRECIPIENT to COUNTY under the terms and conditions of the Agreement be in
25 excess of Two Million Five Hundred and Ten Thousand and Eighty and No/100 Dollars (\$2,510,080). It is
26 understood that all expenses incidental to SUBRECIPIENT's performance of services under this
27 Agreement shall be borne by SUBRECIPIENT.

28 Except as provided below regarding State payment delays, payments by COUNTY shall be

1 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
2 verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. If SUBRECIPIENT should fail
3 to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
4 compensation. All final claims and/or any final budget modification requests shall be submitted by
5 SUBRECIPIENT within sixty (60) days following the final month of service for which payment is claimed. No
6 action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any
7 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this
8 Agreement shall automatically revert to COUNTY.

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

15 3. That all references in existing COUNTY Agreement No. 18-541 to Revised Exhibit B-1 shall
16 be changed to read "Revised Exhibit B-2," which is attached hereto and incorporated herein by this
17 reference.

18 4. COUNTY and SUBRECIPIENT agree that this Amendment III is sufficient to amend
19 Agreement No. 18-541 and, that upon execution of this Amendment III, the original Agreement,
20 Amendment I, Amendment II, and this Amendment III, shall together be considered the Agreement.

21 The Parties agree that this Amendment III 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 individual
24 signing this Amendment III to represent their signature, including but not limited to (1) a digital signature; (2)
25 a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
26 example by PDF document) of a handwritten signature.

27 B. Each electronic signature affixed or attached to this Amendment III (1) is deemed
28 equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes,

1 including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the
2 same force and effect as the valid original handwritten signature of that person.

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

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

9 This Amendment III is not conditioned upon the parties conducting the transactions under it
10 by electronic means and either party may sign this Amendment III with an original handwritten signature.

11 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
12 covenants, conditions, and promises contained in this Agreement not amended herein shall remain in full
13 force and effect. This Amendment III shall become effective upon execution on the day first written
14 hereinabove.

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

**SUBRECIPIENT:
WESTCARE CALIFORNIA, INC.**

COUNTY OF FRESNO

By: Shawn Jenkins
Print Name: Shawn Jenkins
Title: COO

Steve Brandau
Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

Attesting to the authority of the COO to execute pursuant to Resolution WCCA 2021-02

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

By: Jim Hanna 11/19/2021
Print Name: Jim Hanna
Title: Corporate Secretary

By: Lisa Cuyler
Deputy

Mailing Address:
1900 N. Gateway Blvd., Ste. 100,
Fresno, CA 93727
Phone No: (559) 251-4800
Contact: Senior Vice President

FOR ACCOUNTING USE ONLY:

ORG No.: 56107001
ORG No.: 56107093
Fund/Subclass: 0001/10000
Account No.: 7870

DEN:JK

BUDGET SUMMARY

ORGANIZATION:	WestCare California, Inc.	
SERVICES:	Housing & Disability Advocacy Program	
BUDGET TERMS:	September 11, 2018 to June 30, 2020 (Years 1 & 2)	
	July 1, 2020 to June 30, 2021 (Year 3)	
	July 1, 2021 to June 30, 2022 (Year 4)	
Optional Year 5:	July 1, 2022 to October 31, 2022 (optional extension 1)	
	November 1, 2022 to January 31, 2023 (optional extension 2)	
	February 1, 2023 to June 30, 2023 (optional extension 3)	
CONTRACT AMOUNTS:	\$2,510,080	MAXIMUM COMPENSATION TOTAL
	\$750,000	Maximum for Years 1 & 2
	\$510,102	Maximum for Year 3
	\$1,249,978	Maximum for Year 4 & Optional Year 5*

ELIGIBLE EXPENSES FOR YEARS 1 & 2	AMOUNT
Housing Assistance	
Emergency Shelter Motel Vouchers	
Rapid Rehousing Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Assistance	
Utility Deposits	
Moving Costs	
Storage Costs	
Household Supplies & Furniture	
Landlord Mitigation	
Housing Assistance Subtotal	\$ 400,000
Staffing & Office Expenses	
Disability Benefits Advocacy	
Housing-Based Case Management	
Direct Office Expenses	
Staffing & Office Expenses Subtotal	\$ 300,000
Administration	\$ 50,000
TOTAL MAXIMUM COMPENSATION FOR TERM	\$ 750,000

ELIGIBLE EXPENSES FOR YEAR 3	AMOUNT
Staffing & Benefits	
HDAP Team Lead	
Disability Income Advocates (minimum 2.0 FTE)	
Housing-Based Case Managers (minimum 2.0 FTE)	
Staffing & Benefits Subtotal	\$ 360,000
Housing Assistance & Client Expenses	
Emergency Shelter Motel Vouchers	
Landlord Mitigation	
Household Supplies & Furniture	
Other Housing Assistance (Rent, Utilities, Deposits, Etc.)	
Client Expenses (Birth Certificate Fees, Legal Aid, Etc.)	
Housing Assistance & Client Expenses Subtotal	\$ 64,395
Direct Program, Office, & Vehicle Expenses	\$ 50,000
Administration @ 7%	\$ 35,707
TOTAL MAXIMUM COMPENSATION FOR TERM	\$ 510,102

ELIGIBLE EXPENSES FOR YEAR 4 & OPTIONAL YEAR 5*	AMOUNT
Staffing & Benefits	
HDAP Program Manager (1.0 FTE)	
HDAP Program Director (0.15 FTE)	
Disability Income Advocates (2.0 FTE)	
Housing-Based Case Managers (5.0 FTE)	
Staffing & Benefits Subtotal	\$ 535,400
Housing Assistance & Client Expenses	
Emergency Shelter Motel Vouchers	
Landlord Mitigation	
Household Supplies & Furniture	
Other Housing Assistance (Rent, Utilities, Deposits, Etc.)	
Client Expenses (Birth Certificate Fees, Legal Aid, Etc.)	
Housing Assistance & Client Expenses Subtotal	\$ 566,804
Direct Program, Office, & Vehicle Expenses	\$ 50,000
Contracted Services	\$ 16,000
Administration @ 7%	\$ 81,774
TOTAL MAXIMUM COMPENSATION FOR TERM	\$ 1,249,978

* Any funds unspent in Year 4 may be utilized in any subsequently authorized optional four-month extension occurring through June 30, 2023.