

AMENDMENT No. 3 TO AGREEMENT No. 10-432

This AMENDMENT III ("Third Amendment") TO AGREEMENT is made this 26th day of May, 2020, by the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), on behalf of COUNTY SERVICE AREA NO. 2 (Tenaya Estates) ("CSA No. 2"), and TENAYA ESTATES, INC., a California Public benefit corporation, whose address is 1363 W. Sample Ave, Fresno, California 93711 ("CONTRACTOR").

WHEREAS, the parties entered into an agreement on August 10, 2010, to be retroactively effective as of July 1, 2010, identified as COUNTY agreement No. 10-432 ("Agreement"), for CONTRACTOR to oversee and carry out responsibilities for the operation and maintenance of the Park (as defined in the Agreement) including walkways, walkway lights, playground equipment, sprinklers and water system, trees, shrubs and lawn and related Park improvements and facilities; and

WHEREAS, the parties on September 30, 2014, entered into Amendment No. 1 to Agreement No. 10-432 (Amendment 1), to extend the term of the Agreement and to increase the maximum compensation payable by COUNTY to CONTRACTOR; and

WHEREAS, the parties on April 26, 2016, entered into Amendment No. 2 to Agreement No. 10-432 (Amendment 2), to increase the maximum compensation payable by COUNTY to CONTRACTOR; and

WHEREAS, the parties desire to extend the term of the Agreement; and

WHEREAS, the parties desire to further increase the maximum compensation payable by COUNTY to CONTRACTOR under the Agreement due to increased cost in routine operations and maintenance, and due to necessary extraordinary maintenance that has been deferred; and

WHEREAS, the parties desire to amend the Agreement as stated below.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Section 3, TERM, of the Agreement, beginning on page 2, line 24 and ending on page 2, line 26, is deleted and replaced with the following:

"3. TERM

This Agreement shall be effective, retroactively, to July 1, 2010, and shall terminate June 30, 2024, unless terminated earlier in the manner specified herein."

1           2.       Section 5, PAYMENT FOR SERVICES, paragraph A, of the Agreement, beginning on  
2 page 3, line 26 and ending on page 4, line 19, is deleted and replaced with the following:

3           “A.       The COUNTY shall establish and approve a budget for CSA No. 2 near the end of June  
4 each year. The CSA No. 2 budget will project revenues, expenditures, and reserves. Sources of  
5 revenues will be from CSA No. 2 property assessments, interest income, a percentage of property tax  
6 revenues distributed from the State and unobligated cash reserves from the prior fiscal year. The CSA  
7 No. 2 budget should have sufficient cash to pay the COUNTY for the preparation of audits and financial  
8 statements, general administration, performing general ledger accounting, utilizing the PeopleSoft  
9 Program, provide the CONTRACTOR with reimbursement payments and maintain adequate cash  
10 reserves. The CONTRACTOR’s COST REIMBURSEMENT for each fiscal year for operations and  
11 maintenance shall not exceed the appropriations for that fiscal year. However, the COUNTY does not  
12 guarantee this full amount will be available to the CONTRACTOR and the COUNTY may need to  
13 reduce the stated amount if CSA No. 2 revenues are insufficient.

<b>Fiscal Year</b>	<b>Contractor’s Maximum Cost Reimbursement</b>
2010-2011	\$32,500
2011-2012	\$33,000
2012-2013	\$33,000
2013-2014	\$33,000
2014-2015	\$57,232
2015-2016	\$48,000
2016-2017	\$50,500
2017-2018	\$52,500
2018-2019	\$54,500
2019-2020	\$56,500
2020-2021	\$57,500
2021-2022	\$60,500
2022-2023	\$63,500
2023-2024	\$66,500
<b>TOTAL</b>	<b>\$698,732</b>

26           3.       COUNTY and CONTRACTOR agree that this Third Amendment is sufficient to amend  
27 the Agreement and, that upon execution of this Third Amendment, the Agreement and this Third  
28 Amendment together shall be considered the Agreement.

