

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT ("Third Amendment") is made and entered into this 26th day of September, 2017, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and Poverello House, a private non-profit corporation, whose address is 412 F. Street, Fresno, CA 93706-3409 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 15-243, dated June 16, 2015 ("Agreement"), pursuant to which CONTRACTOR agreed to provide community recidivism and crime reduction services to COUNTY through June 30, 2017; and

WHEREAS, on June 7, 2016, the COUNTY and CONTRACTOR entered into a First Amendment to Agreement ("First Amendment ") to include additional grant funding, extending the initial two (2) year term of the Agreement for an additional one (1) year through June 30, 2018 and increasing the maximum compensation by an additional \$29,687; and

WHEREAS, on June 6, 2017, the COUNTY and CONTRACTOR entered into a Second Amendment to Agreement ("Second Amendment") to include Local Innovation Subaccount Funding, extending the three (3) year term of the Agreement an additional one (1) year through June 30, 2019 and increasing the maximum compensation by an additional \$36,632.95; and

WHEREAS, in light of a reallocation of available grant funding, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum compensation accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1 1. Section 4. COMPENSATION/INVOICING of the original Agreement, beginning
2 on page 2, line 25 and ending on page 3, line 7, as amended, is deleted in its entirety and
3 replaced with the following:

4 "4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR
5 and CONTRACTOR agrees to receive compensation as follows each month upon
6 submission of monthly activity reports as described in Exhibit B. For the period of July
7 1, 2015 through June 30, 2017, COUNTY shall pay CONTRACTOR \$2,083.33 per
8 month. For the period of July 1, 2017 through September 30, 2017, COUNTY shall pay
9 CONTRACTOR \$2,473.91 per month. For the period of October 1, 2017 through June
10 30, 2018, COUNTY shall pay CONTRACTOR \$3,613.25 per month. For the period of
11 July 1, 2018 through June 30, 2019, COUNTY shall pay CONTRACTOR \$3,052.75 per
12 month. CONTRACTOR shall submit monthly invoices to the County of Fresno
13 Administrative Office at 2280 Tulare Street, Room 304, Fresno, CA 93721. COUNTY
14 shall remit payment for services within thirty (30) days of receipt of each monthly
15 service activity report and service invoice.

16 In no event shall services performed under this Agreement be in excess of
17 \$126,574.00 during the term of this Agreement. It is understood that all expenses
18 incidental to CONTRACTOR'S performance of services under this Agreement shall be
19 borne by CONTRACTOR."

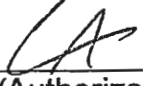
20 COUNTY and CONTRACTOR agree that this Third Amendment is sufficient to amend
21 the Agreement and, that upon execution of this Third Amendment, the Agreement, the First
22 Amendment, Second Amendment, and this Third Amendment together shall be considered
23 the Agreement.

24 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.

CONTRACTOR


(Authorized Signature)


Cruz Avila, EXECUTIVE DIRECTOR
Print Name & Title

P.O. box 12225

FRESNO, CA 93777-2225
Mailing Address

DATE: 8.23.17

COUNTY OF FRESNO


Brian Pacheco
Chairman, Board of Supervisors

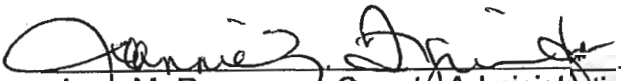
ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy

DATE: 9-26-17

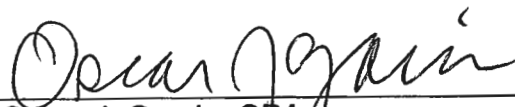
REVIEWED & RECOMMENDED FOR
APPROVAL


Jean M. Rousseau, County Administrative
Officer

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING
FORM


Daniel C. Cederborg, County Counsel


Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:
ORG No.: 3451
Account No.: 7295