

**FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT ("Fourth Amendment") is made and entered into this 11th day of December, 2018 ("Effective Date"), by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and Poverello House, a California 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, to extend the initial two (2) year term of the Agreement for an additional one (1) year through June 30, 2018, and to increase 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, to extend the three (3) year term of the Agreement an additional one (1) year through June 30, 2019, and to increase the maximum compensation by an additional \$36,633; and

WHEREAS, on September 26, 2017, the COUNTY and CONTRACTOR entered into a Third Amendment to Agreement ("Third Amendment") to include additional grant funding and to increase the maximum compensation by an additional \$10,254; and

WHEREAS, in light of a reallocation of available grant funding, COUNTY and CONTRACTOR now desire to again 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 on page  
2 2, line 25 and ending on page 3, line 7, as amended, is deleted in its entirety and replaced with the  
3 following:

4           "4.       COMPENSATION/INVOICING:     COUNTY agrees to pay CONTRACTOR and  
5 CONTRACTOR agrees to receive compensation as follows each month upon submission of monthly  
6 activity reports as described in Exhibit B. For the period of July 1, 2015 through June 30, 2017,  
7 COUNTY shall pay CONTRACTOR \$2,083.33 per month. For the period of July 1, 2017 through  
8 September 30, 2017, COUNTY shall pay CONTRACTOR \$2,473.91 per month. For the period of  
9 October 1, 2017 through June 30, 2018, COUNTY shall pay CONTRACTOR \$3,613.25 per month.  
10 For the period of July 1, 2018 through December 31, 2018, COUNTY shall pay CONTRACTOR  
11 \$3,052.75 per month. For the period of January 1, 2019 through June 30, 2019, COUNTY shall pay  
12 CONTRACTOR \$4,415.58 per month. CONTRACTOR shall submit monthly invoices to the County of  
13 Fresno Administrative Office at 2280 Tulare Street, Room 304, Fresno, CA 93721. COUNTY shall  
14 remit payment for services within thirty (30) days of receipt of each monthly service activity report and  
15 service invoice.  
16

17           In no event shall services performed under this Agreement exceed \$134,751 during the term of  
18 this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of  
19 services under this Agreement shall be borne by CONTRACTOR."  
20

21           COUNTY and CONTRACTOR agree that this Fourth Amendment is sufficient to amend the  
22 Agreement and, that upon execution of this Fourth Amendment, the Agreement, the First Amendment,  
23 Second Amendment, Third Amendment, and this Fourth Amendment together shall be considered the  
24 Agreement.  
25

26           The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
27 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
28 in full force and effect.

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

(Authorized Signature)

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

Print Name & Title

Loucello House

Mailing Address

P.O. box 12225 Fresno Ca 93777-2225

ATTEST:

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

By:

Susan Bishop  
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 3451 and 3438

Account No.: 7295