Agreement No. 15-210-1

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment I", is made and entered into this <u>28th</u> day of <u>April</u>, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF FRESNO**, a Public Agency, whose address is 1331 Fulton Mall, P.O. Box 11985, Fresno California 93776, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. 15-210, effective June 2, 2015, hereinafter referred to as "Agreement", whereby CONTRACTOR agreed to make available rental subsidy housing vouchers for disabled homeless individuals connected to COUNTY's Department of Behavioral Health (DBH), and whereby DBH makes available supportive services to these individuals and provides CONTRACTOR with reports indicating services provided; and

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. 15-210, at Page Five (5), beginning with Paragraph Three (3) "TERM", Line Twenty-Seven (27) with the word "3. TERM" and ending on Page Six (6), Line Five (5) with the word "term" be deleted and the following inserted in its place:

"3. <u>TERM</u>

The term of this Agreement shall be for a period of three (3) years commencing upon execution through and including June 30, 2018. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DBH Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

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The term of this Agreement shall be extended for a period of one (1) year beginning July 1, 2020 through June 30, 2021."

2. That the existing COUNTY Agreement No. 15-210, at Page 7, beginning with Paragraph Seven (7) "MODIFICATION", Line Seventeen (17), with the word "7. MODIFICATION" and ending on Line Twenty-One (21), with the word "HACCF" be deleted and the following inserted in its place:

"7. <u>MODIFICATION</u>

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Notwithstanding the above, minor changes to services, staffing, and responsibilities of the CONTRACTOR, as needed, and changes to accommodate changes in the laws relating to mental health treatment, may be made with the signed written approval of COUNTY's DBH Director, or designee, and CONTRACTOR through an amendment approved by COUNTY's Counsel and the COUNTY's Auditor-Controller's Office.

Notwithstanding the above, changes in addresses to which notices are to be sent may be made by written approval of COUNTY's DBH Director or designee and CONTRACTOR"

3. Except as otherwise provided in this Amendment I, all other provisions of the Agreement remain unchanged and in full force and effect. This Amendment I shall become effective retroactive to March 1, 2020.

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1	IN WITNESS WHEREOF, the parties he	ereto have executed this Amendment I to Agreement as
2	of the day and year first hereinabove written.	
3	CONTRACTOR:	COUNTY OF FRESNO:
4	HOUSING AUTHORITY OF THE CITY AND COUNTY OF FRESNO	
5		
6	By taszl-c	Ernest Buddy Mendes
7		Chairman of the Board of Supervisors
8	Print Name: <u>Preston Prince</u>	of the County of Fresno
9	Title: _CEO/Executive Director	
10	Chairman of the Board, or President, or any Vice President	
11		BERNICE E. SEIDEL,
12	Date: <u>April 23, 2020</u>	Clerk of the Board of Supervisors
13		County of Fresno, State of California
14	Ву	By <u>Deputy</u>
15	Print Name:	Deputy
16 17	Title:	
18	Secretary (of Corporation), or any Assistant Secretary, or	
19	Chief Financial Officer, or	
20	any Assistant Treasurer	
21	Date:	
22	Mailing Address:	
23	Fresno Housing Authority, 1331 Fulton Street Fresno, CA. 93727-2014	
24	Phone #: 559 433 8400 Contact: Doreen Eley	
25	Shelter Plus Care Program Manager	
26	Fund/Subclass: 0001/10000 Organization: 56302999	
27	Organization: 56302999 Account #: 7295/0	
28		
	DR	
		- 3 - COUNTY OF FRESNO Fresno, CA