

**FIRST AMENDMENT**  
**(BOS Agreement No. \_\_\_\_ - \_\_\_\_)**

This First Amendment to Agreement No. PO 4020 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Empower Yolo, Inc., a non-profit corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

**WHEREAS**, on or about July 21, 2021, the Parties entered into Agreement No. PO 4020 (“Agreement”); and

**WHEREAS**, on or about August 5, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

**WHEREAS**, on or about August 27, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

**WHEREAS**, the Parties would now like to amend the Agreement to:

1. Revise **Section I.A.** to reflect the current term of the Agreement and update the remaining optional month periods; and
2. Revise **Section III.B1.** and **III.B2.** to:
  - a. increase funding in the amount of \$30,000, by adding \$15,000 for September and October 2021, with a new contract maximum of \$70,000; and
  - b. update available option months; and
  - c. increase option month funding amounts; and
3. Revise **Section V.** of **Exhibit A** to update Contractor as the Primary Motel Homeless Services Lead; and
4. Revise **Exhibit D** to update budget to reflect the new monthly amounts.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Section I.A.** of the Agreement is hereby amended to read as follows :

A. The term of this Agreement shall be from **July 1, 2021 through October 31, 2021** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to two (2) additional one (1) month periods through **December 31, 2021** on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee (“Director”). See Section III.B2.

2. **Section III.B1.** and **III.B2.** of the Agreement are hereby amended to read as follows:

**B1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **October 31, 2021** shall be no greater than **SEVENTY THOUSAND DOLLARS (\$70,000)** specified as follows:

<b>Initial Term</b>				<b>Total</b>
July 1, 2021 through October 31, 2021				
July \$10,000	August \$10,000	September \$25,000	October \$25,000	<b>\$70,000</b>

**B2. Optional Months:** The County may exercise its option to extend the term of the Agreement pursuant to Section I.A. above. Upon request of the County, Contractor shall provide a contract budget for each option month in conformance with the requirements of this Agreement. The option month budget shall be sent to [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org) for review and approval by the Director. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

<b>Optional Month/Fiscal Year (OM/FY)</b>	<b>Revised Agreement Expiration Date Per OM/FY</b>	<b>Maximum Increased Funding Amount Per OM/FY</b>	<b>Revised Agreement Lifetime Maximum Per OM/FY</b>
OM/FY November/2021-22	On or before November 30, 2021	Up to \$25,000	Up to \$95,000
OM/FY December/2021-22	On or before December 31, 2021	Up to \$25,000	Up to \$120,000

In no event shall the term of the Agreement extend beyond **December 31, 2021** nor shall the maximum payment obligation exceed the amount of **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

3. **Section V. of Exhibit A** to the Agreement is hereby amended to read as follows:

Contractor will provide primary support/coverage for individuals identified as eligible in the City of Woodland to access a motel room for their quarantine/isolation period. Services will occur as follows:

**A. Primary Motel Homeless Services Lead** – Contractor serves as first point of contact for eligible individuals needing assistance during their quarantine/isolation period. Contractor shall provide adequate staff available to respond Monday through Friday 8:00 a.m. to 5:00 p.m. as well as on-call coverage from 8:00 a.m. to 8:00 p.m. on weekends and holidays.

**1.** Act as primary response for immediate need requests. Contractor shall respond to requests for immediate need such as securing motel rooms, meals, transportation, medication and other supplies as determined to be required for client safety, while determining eligibility for access to services.

4. **Exhibit D** is hereby amended to read as attached.

5. Any and all attachments to this First Amendment are incorporated into this Amendment by the reference above.

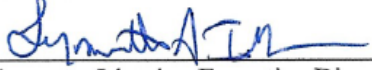
6. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

**Signatures on following page**

//  
 //  
 //  
 //

**IN WITNESS WHEREOF** the Parties have executed this First Amendment as of the day and year last set forth below.

**CONTRACTOR**

By   
Lynette Irlmeier, Executive Director  
Empower Yolo, Inc.

Date: 9/8/21

**COUNTY OF YOLO**

By \_\_\_\_\_  
Jim Provenza, Chair  
Board of Supervisors

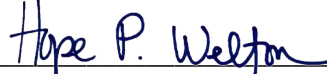
Date: \_\_\_\_\_

  
Karen Larsen, Director  
Health and Human Services Agency

Attest: Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By:   
Hope P. Welton, Senior Deputy

**EXHIBIT D – CONTRACT BUDGET**

<b>Empower Yolo</b>		
<b>Project Room Key</b>		
	Cost Items	Budget Period July 1, 2021 through August 31, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$16,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$2,400
2	Operating	\$600
3	Direct to Clients	\$1,000
4	<b>Total</b>	<b>\$20,000</b>

<b>Empower Yolo</b>		
<b>Project Room Key</b>		
	Cost Items	Budget Period September 1, 2021 through October 31, 2021
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$16,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$2,400
2	Operating	\$600
3	Direct to Clients	\$31,000
4	<b>Total</b>	<b>\$50,000</b>

<b>Empower Yolo</b>		
<b>Project Room Key</b>		
	Cost Items	Monthly Optional Extensions
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$8,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$1,200
2	Operating	\$300
3	Direct to Clients	\$15,500
4	<b>Total</b>	<b>\$25,000</b>