

SECOND AMENDMENT

This Second Amendment to Agreement No. PO 4020 (“Second 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, on or about September 28, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about October 4, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

WHEREAS, on or about November 23, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #4; and

WHEREAS, the Parties would now like to amend the Agreement as previously amended to:

1. Revise **Paragraph I.A.** to reflect the current term of the Agreement and add optional month periods; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to:
 - a. reflect the current term and contract maximum; and
 - b. add additional monthly options; and
 - c. revise the maximum payment obligation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph 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 December 31, 2021** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to six (6) additional one (1) month periods through **June 30, 2022** 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. **Paragraphs 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 **December 31, 2021** shall be no greater than **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000)** specified as follows:

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Term July 1, 2021 through December 31, 2021						Total
July \$10,000	August \$10,000	September \$25,000	October \$25,000	November \$25,000	December \$25,000	\$120,000

B2. Optional Months: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph 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 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:

Optional Month/ Fiscal Year (OM/FY)	Revised Agreement Expiration Date Per OM/FY	Maximum Increased Funding Amount Per OM/FY	Revised Agreement Lifetime Maximum Per OM/FY
OM/FY January/2021-22	On or before January 31, 2022	Up to \$25,000	Up to \$145,000
OM/FY February/2021-22	On or before February 28, 2022	Up to \$25,000	Up to \$170,000
OM/FY March/2021-22	On or before March 31, 2022	Up to \$25,000	Up to \$195,000
OM/FY April/2021-22	On or before April 30, 2022	Up to \$25,000	Up to \$220,000
OM/FY May/2021-22	On or before May 31, 2022	Up to \$25,000	Up to \$245,000
OM/FY June/2021-22	On or before June 30, 2022	Up to \$25,000	Up to \$270,000

In no event shall the term of the Agreement extend beyond **June 30, 2022** nor shall the maximum payment obligation exceed the amount of **TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000)**, 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. Except as specifically amended by this Second Amendment, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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

CONTRACTOR

By 
Lynnette Irlmeier, Executive Director
Empower Yolo, Inc.

Date: 11/30/21

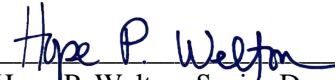
COUNTY OF YOLO

By 
Ryan Pistoichini, Procurement Manager
Department of Financial Services

Date: 12/9/2021


Karen Larsen, Director
Health and Human Services Agency

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

By: 
Hope P. Welton, Senior Deputy