

FOURTH AMENDMENT

This Fourth Amendment to Agreement No. PO 4020 (“Fourth 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, on or about December 9, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about December 23, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #5; and

WHEREAS, on or about January 19, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #6; and

WHEREAS, on or about February 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #7; and

WHEREAS, on or about March 23, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #8; and

WHEREAS, on or about April 21, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #9; and

WHEREAS, on or about May 16, 2022, the Parties further amended the Agreement via the Third Amendment; and

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

1. Revise **Paragraph I.A.** to extend the term of the Agreement through July 31, 2022 and add five (5) additional optional months; and

2. Revise **Paragraphs III.B1.** and **III.B2.** to add funding in the amount of \$25,000 for FY2022-23 for new contract maximum of \$295,000, and to add monthly optional extensions and revise the maximum payment obligation; and
3. Revise **Exhibit D** to update the Budget.

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 July 31, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to five (5) additional one (1) month periods through **December 31, 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 **July 31, 2022** shall be no greater than **TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$295,000)** specified as follows:

Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through July 31, 2022	Total
\$270,000	\$25,000	\$295,000

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 August 2022-23	On or before August 31, 2022	Up to \$25,000	Up to \$320,000
OM/FY September 2022-23	On or before September 30, 2022	Up to \$25,000	Up to \$345,000
OM/FY October 2022-23	On or before October 31, 2022	Up to \$25,000	Up to \$370,000
OM/FY November 2022-23	On or before November 30, 2022	Up to \$25,000	Up to \$395,000
OM/FY December 2022-23	On or before December 31, 2022	Up to \$25,000	Up to \$420,000

In no event shall the term of the Agreement extend beyond **December 31, 2022** nor shall the maximum payment obligation exceed the amount of **FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000)**, 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. **Exhibit D** of the Agreement is hereby amended to read as attached.
4. Any and all attachments to this Fourth Amendment are incorporated herein by this reference.
5. Except as specifically amended by this Fourth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

//

//

//

//

//

//

//


//

//

//

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

CONTRACTOR


By: 
Lynnette Irlmeier, Executive Director
Empower Yolo, Inc.

Date: 5/26/2022

COUNTY OF YOLO

By: _____
Angel Barajas, Chair
Board of Supervisors

Date: _____


Nolan Sullivan, Interim 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

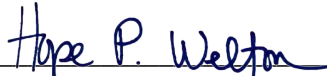
By: 
Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

Empower Yolo		
Project Room Key		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$96,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$14,400
2	Operating	\$3,600
3	Direct to Clients	\$156,000
4	Total	\$270,000

Empower Yolo		
Project Room Key		
	Cost Items	Fiscal Year 2022-23 July 1, 2021 through July 31, 2022
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	Total	\$25,000

Empower Yolo		
Project Room Key		
	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	Total	\$25,000