

**FIFTH AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This Fifth Amendment to Agreement No. PO 4020 (“Fifth 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, on or about June 7, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about July 18, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #10; and

WHEREAS, on or about August 15, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #11; and

WHEREAS, on or about October 18, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #12; 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 three monthly optional extensions; and
2. Revise **Paragraphs III.B1.** and **III.B2.** to reflect the current term and funding of the Agreement and add three monthly optional extensions; and increase the lifetime maximum; and
3. Revise **Exhibit D** to update the budget for Fiscal Year 2022-23.

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, 2022** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for up to three (3) additional one (1) month periods through **March 31, 2023** 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, 2022** shall be no greater than **FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000)** specified as follows:

Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	Fiscal Year 2022-23 July 1, 2022 through December 31, 2022	Total
\$270,000*	\$150,000*	\$420,000

*Any unspent funding in a fiscal year may be rolled over to future fiscal years not to exceed the term of this Agreement, including any optional extensions exercised by the County.

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:

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Option 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 2022-23	On or before January 31, 2023	Up to \$25,000	Up to \$445,000
OM/FY February 2022-23	On or before February 28, 2023	Up to \$25,000	Up to \$470,000
OM/FY March 2022-23	On or before March 31, 2023	Up to \$25,000	Up to \$495,000

In no event shall the term of the Agreement extend beyond **March 31, 2023** nor shall the maximum payment obligation exceed the amount of **FOUR HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$495,000)**, 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. All attachments to this Fifth Amendment are incorporated herein by this reference.
5. Except as specifically amended by this Fifth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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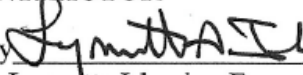
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IN WITNESS WHEREOF the Parties have executed this Fifth Amendment as of the day and year last set forth below.

CONTRACTOR

By 
Lynette Irlmeier, Executive Director
Empower Yolo, Inc.

Date: 10/31/2020

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____


Nolan Sullivan, 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

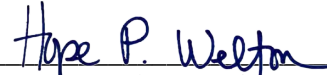
By: 
Hope P. Welton, Senior Deputy

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 December 31, 2022
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$48,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$7,200
2	Operating	\$1,800
3	Direct to Clients	\$93,000
4	Total	\$150,000

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