

**FIRST AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT FOR INTAKE, ASSESSMENT AND CASE  
MANAGEMENT SERVICES**

FOR VALUE RECEIVED, the receipt and sufficiency of which is acknowledged, this First Amendment to the Professional Services Agreement for Intake, Assessment and Case Management Services (hereinafter referred to as "First Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and City Manager or his designee, pursuant to Ordinance No. 2022 \_\_\_\_\_ passed and approved on the \_\_\_\_ day of \_\_\_\_\_ 2022, and Restore Education, , a non-profit entity registered in the State of Texas acting by and through its principal (hereinafter referred to as "Contractor"), both of which may be referred to as the "Party" or collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Parties entered into that certain Professional Services Agreement for Intake, Assessment and Case Management Services (hereinafter referred to as "Agreement"), dated April 4, 2022, pursuant to Ordinance No. 2022-02-17-0098, to provide services necessary to implement the SA: Ready to Work Program ("Program"), namely intake, initial assessment, and case management services; and

**WHEREAS**, the Parties now wish to amend the terms and conditions of the Agreement to increase funding under the Agreement to allow for additional direct reimbursement to participants for emergency services and/or expenses.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The last sentence of Section 2.2 under **Article II. TERM** is hereby deleted in its entirety and replaced with the following:

A cumulative total not to exceed FIVE MILLION, THREE HUNDRED SIX THOUSAND, FIVE HUNDRED FORTY DOLLARS AND NO CENTS (\$5,306,540.00) has been contemplated and approved by City Council for this Agreement and any subsequent renewal(s), contingent upon the continued availability of sales tax funding and subject to City's discretion in exercising any such renewal as provided by this Section 2.2.

2. Section 4.1 under **Article IV. COMPENSATION TO CONTRACTOR** is hereby deleted in its entirety and replaced with the following:

4.1 The City has committed and agrees to pay the Contractor a total amount up to THREE MILLION, THREE HUNDRED SEVENTEEN THOUSAND, SEVEN HUNDRED THIRTY-FIVE DOLLARS AND NO CENTS (\$3,317,735.00) in

connection with the Scope of work attached hereto and incorporated herein as Exhibit B, for the initial 3-year contract term.

3. Section 4.1.2 under **Article IV. COMPENSATION TO CONTRACTOR** is hereby deleted in its entirety and replaced with the following:

4.1.2 Up to THREE HUNDRED ONE THOUSAND, FIVE HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$301,593.00) of funding shall be used to provide direct reimbursement to participants for emergency services and/or expenses, in accordance with the Scope of Work.

4. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign. The Parties represent, warrant, assure and guarantee that they possess the legal authority to enter into this Agreement and to perform the responsibilities set out hereunder.

**CITY OF SAN ANTONIO,**  
a Texas Municipal Corporation

\_\_\_\_\_  
Erik Walsh  
City Manager  
Date: \_\_\_\_\_

**RESTORE EDUCATION**  
a non profit corp.

Kelli G. Rhodes  
Name: Kelli Rhodes  
Title: President & CEO  
Date: 5/5/2022

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY