

**First Amendment to
EMERGENCY SHELTER OPERATIONS SERVICE AGREEMENT**

**BETWEEN
COUNTY OF SANTA BARBARA
AND
PATH**

South County Non-Congregate Shelter Support

THIS is the First Agreement (hereafter "First Amendment") to the Emergency Shelter Operations Service Agreement (hereafter "Agreement") made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and PATH (People Assisting The Homeless), a California not-for-profit public benefit corporation, (hereinafter "CONTRACTOR").

WITNESSETH THAT

WHEREAS, in response to COVID-19, a Local Emergency Proclamation was made by the County of Santa Barbara Director Emergency Services on March 12, 2020 and ratified by the County Board of Supervisors on March 17, 2020 (the "COVID-19 Local Emergency Declaration");

WHEREAS, the County of Santa Barbara's Proclamation of a Local Health Emergency was made on March 12, 2020, and ratified by the County Board of Supervisors on March 17, 2020;

WHEREAS, in accordance with County Code Chapter 12, Emergency Management, the County finds the services necessary in response to COVID-19 and in directly related to that emergency and necessary for the preservation of public health and safety; and

WHEREAS, COUNTY intends to provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis for the duration of the COVID-19 Emergency Declaration beginning April 20, 2020 and for the duration of the Emergency Declaration; and

WHEREAS, CONTRACTOR has experience, knowledge and skill to provide Shelter Services; and

WHEREAS, on April 20, 2020, COUNTY and CONTRACTOR entered into an Emergency Shelter Operations Service Agreement (the "Agreement") to provide Shelter Services at the South County Non-Congregate Shelter for a total amount not to exceed \$37,000; and

WHEREAS, the parties desire to amend the Agreement to increase the amount payable under the Agreement by \$74,000 so that the new total amount payable under the Agreement is an amount not to exceed \$111,000; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement except as modified by this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meaning as in the Agreement

2. **Amendments.**

Section 5 of the Agreement shall be deleted in its entirety and replaced with the following:

5. **COMPENSATION**

A. COUNTY will pay CONTRACTOR, on a reimbursement and performance basis as set forth in Section 6 below, an amount of money not to exceed the sum of One Hundred and Eleven Thousand Dollars (\$111,000), which payment shall constitute full and complete compensation for CONTRACTOR's services provided hereunder.

B. CONTRACTOR will receive funding under this Agreement for the performance of services in accordance with Exhibit A to this Agreement and the following Eligible Costs as defined in Section 1:

- i) Administrative Costs
- ii) Essential Services Costs
- iii) Operating Costs

Costs not associated with the performance of services pursuant to Exhibit A to this Agreement, such as fund raising and public relations, are not reimbursable under this Agreement.

C. COUNTY assumes no responsibility to pay for costs not specifically set forth in Section 3 of this Agreement. Further, CONTRACTOR understands that COUNTY makes no commitment to fund the Program beyond the term of this Agreement.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between parties.

4. It is expressly understood that in all other respects, said terms and conditions of the Agreement shall be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

By: _____
Print Name _____
Unified Command

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

“CONTRACTOR”

PATH (People Assisting The Homeless)

By: _____
Jennifer Hark Dietz, Chief Operating Officer

By: _____
Terry Bird, President, Board of Directors

By: _____
Sandy Oluwek, Chief Financial Officer