

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
SHORT TERM BEDS FOR ADULT PROTECTIVE SERVICES**

Santa Barbara County
Department of Social Services

Third Amendment

This is a *Third Amendment (Third Amendment to Agreement)* to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara (COUNTY)** and **PATH (People Assisting the Homeless) (CONTRACTOR)**, for the continued provision of Short Term Beds for Adult Protective Services (APS) Clients.

WHEREAS, on June 29, 2016, COUNTY approved the Agreement for Services of Independent Contractor, number BC#17-019 (Agreement), with CONTRACTOR for the provision of Short Term Beds for APS Clients;

WHEREAS, the initial term of the Agreement commenced on July 1, 2016, and expired on June 30, 2017;

WHEREAS, on August 22, 2017, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2017 to June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated;

WHEREAS, on June 29, 2018, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR, number BC#19-031, to extend the Agreement for one additional year from July 1, 2018 to June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to increase the amount of the existing Agreement by \$20,000 for the period of July 1, 2018, through June 30, 2019 (Third Amendment).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended to state in its entirety:

Amy Krueger at phone number (805) 346-8351 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Joel John Roberts at phone number (323) 644-2232 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 2, **NOTICES**, of the Agreement is amended to state in its entirety:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, *email*, facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Amy Krueger, Department of Social Services, 2125 S. Centerpointe Parkway,
Santa Maria, CA, 93455, (805) 346-8366, a.krueger@sbcsocialserv.org

To CONTRACTOR: Joel John Roberts, PATH, 340 North Madison Ave, Los Angeles, CA 90004, (323) 644-2232, JoelR@ePath.org

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. Section A of EXHIBIT B is amended to state in its entirety:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not-to-exceed \$ **29,750** for the period of July 1, 2016 through June 30, 2017, not-to-exceed \$**10,000** for the Extension Period of July 1, 2017 through June 30, 2018, and not-to-exceed \$**30,000** for the *Third Amendment* Period of July 1, 2018 through June 30, 2019.

4. In all other respects, the Agreement remains unchanged and in full effect.

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Third Amendment to the Agreement for Services of Independent Contractor between the County of Santa Barbara and PATH (People Assisting the Homeless).

IN WITNESS WHEREOF, the parties have executed this *Third* Amendment to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By _____
Steve Lavagnino, Chair
Board Of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

PATH (People Assisting the Homeless)

By: _____
Director
Daniel Nielson

By: _____
Authorized Representative

Name: Joel John Roberts

Title: CEO

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management