

FIRST AMENDMENT TO
2013-2014 CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO THE 2013-2014 CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT ("First Amendment") is made by and between the

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as "COUNTY",

and

CASA ESPERANZA HOMELESS CENTER,
a California not-for-profit public benefit corporation,
hereinafter referred to as "SUBRECIPIENT";

with reference to the following:

WHEREAS, on June 18, 2013, COUNTY and SUBRECIPIENT entered into a 2013-2014 Continuum of Care Program Subrecipient Agreement for the Casa Esperanza Day Center (hereinafter "Agreement"); and

WHEREAS, the Agreement sets forth SUBRECIPIENT's obligations regarding the provision of Supportive Services as delineated in Section 3, "Scope of Services"; and

WHEREAS, the Agreement sets forth the term of the Agreement as delineated in Section 4, "Time of Performance," which specifies that the Agreement shall terminate on January 31, 2014; and

WHEREAS, Section 47, "Amendments," of the Agreement provides that any amendments or modifications to the Agreement must be in writing and shall be made only if executed by both COUNTY and SUBRECIPIENT; and

WHEREAS, the parties desire to modify and amend the term of the Agreement as set forth in Section 4, "Time of Performance," to specify that the Agreement shall terminate on September 17, 2013; and

WHEREAS, the parties desire to modify and amend the performance measures as set forth in Section 5, "Levels of Accomplishment – Performance Measures."

NOW, THEREFORE, the parties agree to amend the Agreement, as follows:

1. The term of the Agreement as set forth in Section 4, "Time of Performance," shall terminate on September 17, 2013.
2. Section 5, "Levels of Accomplishment – Performance Measures," shall be amended to the following:

"SUBRECIPIENT will meet the following performance measures during the term of this Agreement:

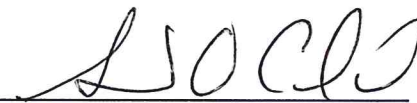
- 1) At least one hundred forty-one (141) individuals will be provided with Supportive Services.
 - 2) At least thirteen (13) individuals will exit to Permanent Housing.
 - 3) At least eleven (11) individuals will increase their total income from all sources as of September 17, 2013 or when such individuals exit from SUBRECIPIENT PROGRAM."
3. Except as set forth in Sections 1 and 2 above, this First Amendment shall not modify or change any of the provisions of the Agreement and the parties to this First Amendment and the Agreement are bound by the provisions of the Agreement, as amended herein.

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And

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this First Amendment by the respective authorized officers as set forth below to be effective as of the date executed by all parties.

"COUNTY"

COUNTY OF SANTA BARBARA

By: 
SALUD CARBAJAL
Chair, Board of Supervisors

ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk


APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Michael A. Munoz
Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Theo Fallati
Assistant Auditor-Controller

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

By: 
Risk Manager

RECOMMENDED FOR APPROVAL:

BY: 
DEPARTMENT HEAD

"SUBRECIPIENT"

CASA ESPERANZA HOMELESS CENTER,
a California not-for-profit public benefit corporation,

By: 

Michael Foley, Executive Director

Date: 9/26/13

By: 

Rev. Mark Asman, President

Date: 9/26/13