First Amendment to EMERGENCY SHELTER OPERATIONS SERVICE AGREEMENT

BETWEEN COUNTY OF SANTA BARBARA AND

Kingdom Causes Inc., dba City Net (City Net)

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 Kingdom Causes, Inc. dba City Net (City Net or Subrecipient), a California nonprofit religious 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 15, 2021, 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 \$519,747; and

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance from September 30, 2021 to December 31, 2021, with no changes to the total contract amount of \$519,747; 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**.

<u>Section 4</u> of the Agreement shall be deleted in its entirety and replaced with the following:

4. TIME OF PERFORMANCE

Contractor shall commence performance on April 15, 2021 and end performance no later than December 31, 2021 or upon termination as otherwise provided herein, whichever occurs earlier.

- 3. <u>Counterparts</u>. 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.

APPROVED:

By

MONA WITASATO, Director of Emergency Management

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

By: Docusigned by:

By: E1998503A4304B7.

Deputy Auditor-Controller

APPROVED AS TO FORM: RACHEL VAN MULLEM COUNTY COUNSEL

By:

Deputy County Counsel

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

By: Ray Aromatorio
Risk Manager

"CONTRACTOR"

Kingdom Causes Inc., dba City Net (City Net)

BRID FIEUHOUSE

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Brad Fieldhouse, President

Date: 9/23/2021 | 10:40 AM PDT