

**Amendment No. 1 TO THE AGREEMENT BETWEEN COUNTY OF LAKE
- LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD
AGENCY FOR THE LAKE COUNTY CONTINUUM OF CARE AND
ELIJAH HOUSE FOUNDATION FOR FISCAL YEARS 2020-21, 2021-22,
AND 2022-23.**

This Amendment No. 1 Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Elijah House, hereinafter referred to as "Contractor," collectively referred to as the "parties."

RECITALS

WHEREAS, the parties hereto have entered into an Agreement dated December 1, 2020 under which Contractor will provide Housing Navigation, a minimum of 20 year-round beds, and a minimum of 8% of funding allocated to youth in the first year of contract funding, for which the Lake County Continuum of Care will determine whether contractual performance provisions are being met; and

WHEREAS, the title of this original Agreement erroneously reflected that the Agreement only spanned fiscal year 2020-21, when in fact the Agreement spans fiscal years 2020-21, 2021-22, and 2022-23 and terminates November 30, 2022; and

WHEREAS, the parties now wish to amend that Agreement to allow for additional compensation to contractor for services as outlined in Exhibit C, item 2.1 and 2.2, but which was not captured accurately in the recitals of this original Agreement; and

WHEREAS, the parties desire to amend the Agreement to include the location of emergency shelter services at 1111 Whalen Way, Lakeport, California, 95453, through August 31, 2022 and identify the area of the premises to be used for the project in **EXHIBIT F**.

NOW THEREFORE, the parties hereto agree to the following amendment to the Agreement:

The title of this Agreement shall now read:

**AGREEMENT BETWEEN COUNTY OF LAKE - LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE
COUNTY CONTINUUM OF CARE AND ELIJAH HOUSE FOUNDATION
FOR FISCAL YEARS 2020-21, 2021-22, AND 2022-23.**

2. CONTRACTOR'S RESPONSIBILITIES.

1.5 Facility Maintenance Responsibilities. Contractor shall be responsible for routine maintenance at the facility and general upkeep. Contractor shall be responsible for basic lawn maintenance. Contractor shall not use facility and/or the facility grounds for any purpose not related to the provision of services as described herein.

1.6 Cost of Utilities. The cost of utilities, water, sewer, and electricity shall be paid by Contractor.

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1.7 Damages. Any damages to the facility or the facility grounds shall be promptly reported by Contractor to the LCBHS.

1.8 Alterations. No alterations shall be made to the facility or grounds of the facility by Contractor unless written permission is obtained and received in advance from the County.

3. **COMPENSATION**. Compensation to Contractor shall not exceed **Two Hundred Four Thousand and Four Hundred Dollars (\$204,400)** as outline in Exhibit C, items 2.1 and 2.2.

5. **COUNTY RESPONSIBILITIES**

5.1 Use of County Facility. County shall provide a portion of the County-owned premises known as the Lake County Juvenile Hall for the use as the COVID-19 temporary emergency housing hub described in Exhibit "F" attached hereto and incorporated herein by reference.

5.2 Maintenance, Repair, and Replacement. The County shall be responsible for all maintenance, repair, and, when applicable, the replacement of all infrastructure of the facility and the facility grounds. This includes, but is not limited to, plumbing, electrical, and sewer. Grounds shall be maintained but not renovated or disturbed by Contractor only other than routine maintenance and weed control.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

ELIJAH HOUSE FOUNDATION

Chair
Board of Supervisors
Date: _____

Joe Henderson
CEO
Date: 2-15-2022

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By: _____

Date: _____

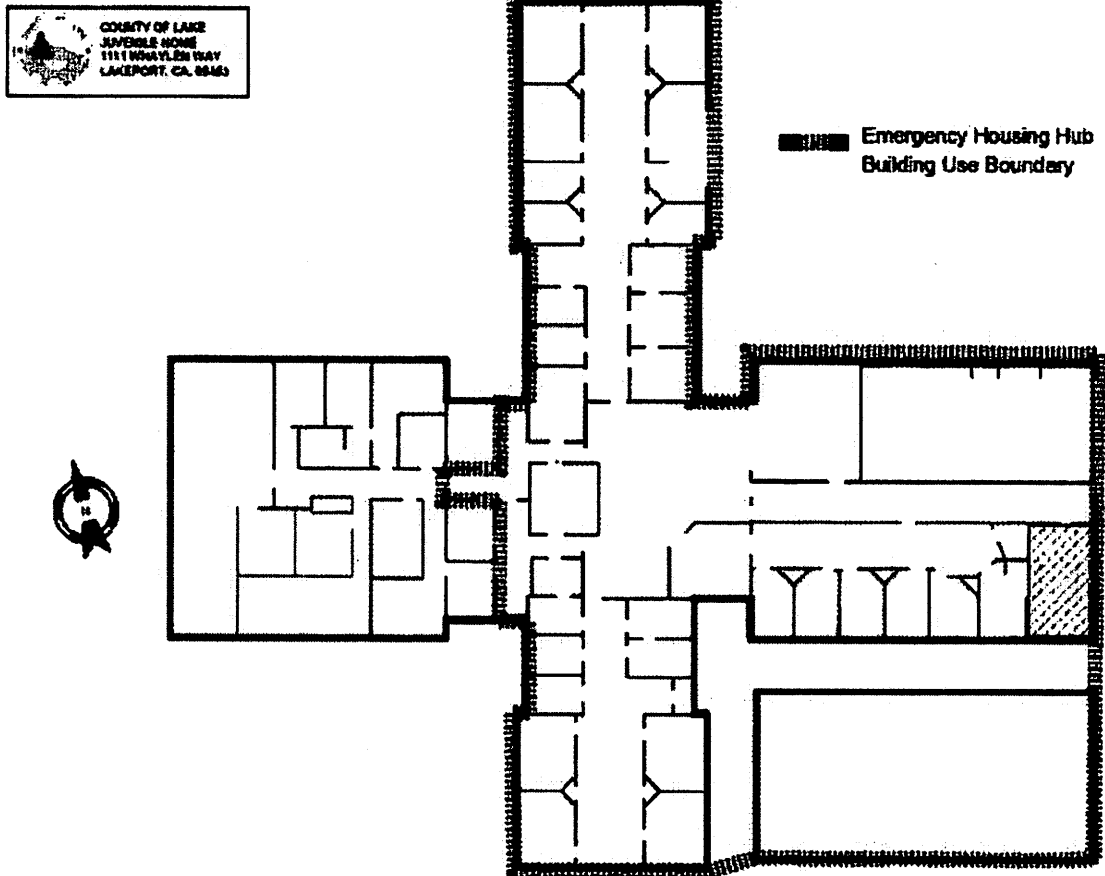
By: _____

Date: _____

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**EXHIBIT F- DESCRIPTION OF THAT PORTION OF PROPERTY TO BE USED AS
THE TEMPORARY EMERGENCY HOUSING HUB**



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