

**FOURTH AMENDMENT TO AGREEMENT WITH MERCY HOUSE LIVING
CENTERS TO OPERATE AN INTERIM EMERGENCY HOMELESS SHELTER**

THIS FOURTH AMENDMENT to the above-referenced agreement is entered into on January , 2021, by and between Mercy House Living Centers, Inc. ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. A-2018-221, dated September 18, 2018, by which Contractor agreed to administer and operate an interim, low barrier emergency homeless shelter in the City of Santa Ana ("Agreement").
- B. On October 16, 2018, the parties entered into First Amendment to Agreement No. A-2018-221-01 to provide additional indemnification in favor of Contractor relating to certain of Contractor's obligations under the separate, written lease entered into by Contractor to secure the premises for its obligations under the Agreement.
- C. On February 5, 2019, the parties entered into Second Amendment to Agreement No. A-2018-221-02 to increase the amount of funds to be expended in Year 1 of the Agreement due to additional start-up costs incurred by Contractor for improvements made to the premises.
- D. On February 18, 2020, the parties entered into Third Amendment to Agreement No. A-2020-022 to increase funding to pay for the deficit accrued in year one and for the ongoing operation of the Link shelter through the end of the Agreement term.
- E. The Agreement remains in effect, and the parties now wish to further amend the Agreement to again increase funding to cover the operation costs of the Link shelter for the extended term from October 1 through 14, 2020.

The Parties therefore agree:

1. **Section 3(c), Start-Up Funding and Compensation**, is amended to increase the total sum to be expended under the Agreement by up to \$153,214.72 to cover operation costs of the Link shelter for the extended term from October 1 through 14, 2020, for a total sum to be expended under this Agreement not to exceed \$6,551,337.72, upon receipt from Contractor of proper invoices evidencing costs for services and reimbursable items to be provided by Contractor under the Agreement.
2. Except as modified by this Fourth Amendment, and all prior amendments, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement on the date and year first written above.

ATTEST

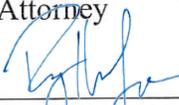
CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

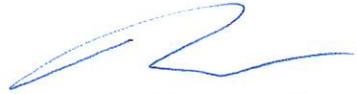
KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

**MERCY HOUSE LIVING CENTERS,
INC.**

By: 

RYAN O. HODGE
Assistant City Attorney



Name:
Title: Patricia Long
COO

RECOMMENDED FOR APPROVAL

STEVEN A. MENDOZA
Executive Director
Community Development Agency