

**FIRST AMENDMENT TO OPERATING AGREEMENT WITH
THE ILLUMINATION FOUNDATION FOR USE OF
THE FULLERTON RECUPERATIVE CARE CENTER**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on August _____, 2021, by and between The Illumination Foundation (“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-2021-046, dated April 6, 2021, by which Contractor agreed to administer and operate a portion of the Fullerton Recuperative Care Center to temporarily house clients referred by the City and Street Outreach teams (“Agreement”).
- B. In accordance with the terms and conditions of said Agreement, the Parties desire to amend Section 2 – Effectiveness and Term of Agreement, to extend the Term of said Agreement, and Section 3 – Compensation, to increase the maximum amount of Compensation for said Agreement.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions of said Agreement, except as herein modified, the parties agree as follows:

- 1. Section 2(b), Effectiveness and Term of Agreement, shall be amended to extend the end date of the Term of said Agreement from September 30, 2021, through the date upon which the City decides in its sole discretion to complete the transfer of City guests at the Fullerton Shelter to the new Carnegie Navigation Center, which shall be no later than January 31, 2022, unless terminated earlier in accordance with Section 15. City shall provide Contractor with fourteen (14) day written notice of the final date of transfer of City guests to the new Carnegie Navigation Center, which date shall serve as the end of the Term of this Agreement. If necessary, the Term of this Agreement may be extended upon a writing executed by the City Manager and the City Attorney.
- 2. Section 3(b), Compensation, shall be amended to increase the maximum amount of compensation by six hundred thousand dollars (\$600,000.00), such that the total sum to be expended under said Agreement shall not exceed two million one hundred thousand dollars (\$2,100,000.00) during the Term of said Agreement. This total not to exceed amount of compensation is not guaranteed to Contractor. Rather, Contractor will only be paid for sufficient services provided during the Term of said Agreement. Once said Agreement is terminated, or the Term is ended as detailed in section 2(b) above, the City shall not be responsible for any further payments to Contractor other than payment for services provided by Contractor during the Term of the Agreement.
- 3. Except as modified by this First Amendment, all terms and conditions of said Agreement shall remain in full force and effect.

3IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to said Agreement on the date and year first written above.

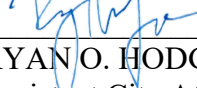
ATTEST

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

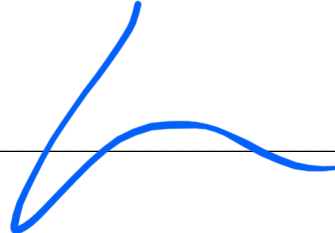
APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

By: 

RYAN O. HODGE
Assistant City Attorney

THE ILLUMINATION FOUNDATION

Name: _____
Title: _____



RECOMMENDED FOR APPROVAL

STEVEN A. MENDOZA
Executive Director
Community Development Agency