

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

THIS THIRD AMENDMENT to the above-referenced agreement is entered into on January 18, 2022, 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. The parties entered into a First Amendment to said Agreement No. A-2021-174 dated September 8, 2021, in order to extend the Term of said Agreement and to increase the maximum amount of Compensation for said Agreement.
- C. The parties entered into a Second Amendment to said Agreement No. A-2021-228 dated November 16, 2021, in order to again extend the Term of said Agreement.
- D. In accordance with the terms and conditions of said Agreement, as amended, the Parties desire to again 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, as amended, except as herein modified, the parties agree as follows:

- 1. Section 2(b), Effectiveness and Term of Agreement, shall be amended to extend the potential no later than end date of the Term of said Agreement from January 31, 2022, to February 28, 2022, subject to the termination provisions in the First Amendment to said Agreement.
- 2. Section 3(b), Compensation, shall be amended to increase the maximum amount of compensation by three-hundred and seventy-eight thousand dollars (\$378,000.00), such that the total sum to be expended under said Agreement shall not exceed two-million one-hundred and seventy-eight thousand dollars (\$2,178,000.00) during the Term of said Agreement, subject to the termination provisions in the First Amendment to said Agreement.
- 3. Except as modified by this Third Amendment, all terms and conditions of said Agreement, as modified by the First and Second Amendments, shall remain in full force and effect.

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

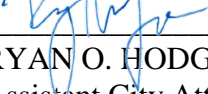
ATTEST

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

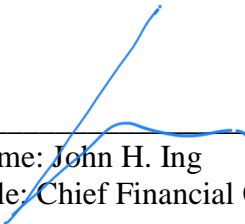
KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

By: 

RYAN O. HODGE
Assistant City Attorney

THE ILLUMINATION FOUNDATION



Name: John H. Ing
Title: Chief Financial Officer

RECOMMENDED FOR APPROVAL

STEVEN A. MENDOZA
Executive Director
Community Development Agency