

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

THIS FOURTH AMENDMENT to the above-referenced agreement is entered into on April 5, 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. The parties entered into a Third Amendment to said Agreement No. A-2022-006-01 dated January 18, 2022, in order to again extend the Term of said Agreement and increase the maximum amount of Compensation for said Agreement.
- E. 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 to June 30, 2022, subject to the termination provisions in the First Amendment to said Agreement. Said extension shall apply to any and all services provided under said Agreement since February 28, 2022.
2. Section 3(b), Compensation, shall be amended to increase the maximum amount of compensation by one million one hundred thousand dollars (\$1,100,000.00), such that the total sum to be expended under said Agreement shall not exceed three-million two-hundred and seventy-eight thousand dollars (\$3,278,000.00) during the Term of said Agreement, subject to the termination provisions in the First Amendment to said Agreement.

3. Except as modified by this Fourth Amendment, all terms and conditions of said Agreement, as modified by the First, Second, and Third Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth 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