

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN COUNTY
OF SHASTA AND PATHWAYS TO HOUSING FOR THE HOMELESS
EMERGENCY AID PROGRAM**

This First Amendment is entered into between County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California, (the “County”) and the subrecipient Pathways to Housing, a California not-for-profit corporation (“Subrecipient”) (collectively, the “Parties” and individually a “Party”) for the Homeless Emergency Aid Program (“HEAP”).

R E C I T A L S

WHEREAS, County and Subrecipient have previously entered into a Subrecipient Agreement (“Original Agreement”) on and effective May 12, 2020 utilizing capital improvements at 1871 Kenyon Drive, Redding, California for the provision of medical respite care services for adults experiencing homelessness who are discharged from the local hospitals; and

WHEREAS, County and Subrecipient desire to amend the Agreement as follows: (1) allow County to grant the interest accrued (“County’s Interest Accrual”) to Subrecipient, thus increasing maximum compensation by \$5,389.54; (2) extending the expenditure deadline from June 30, 2021 to September 30, 2021 (exclusively for County’s Interest Accrual); and (3) retaining Subrecipient’s obligation to the original expenditure deadline of June 30, 2021 for the \$700,000 original agreement HEAP funds; and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the “Agreement.”

NOW, THEREFORE, the Agreement is amended as follows:

- I.** First paragraph of Section 4, **Exhibit A: Authority, Purpose, and Scope of Work | Homeless Emergency Aid Program (“HEAP”)** is amended in its entirety to read as follows:

4. Scope of Work

The Scope of Work (“Work”) for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but not limited to, the following Capital Improvements:

- II. Section 7, **Exhibit A: Authority, Purpose, and Scope of Work | Homeless Emergency Aid Program (“HEAP”)** is amended in its entirety to read as follows:

7. Term of Agreement

This Agreement is effective May 12, 2020 and shall end June 30, 2030.

- III. Section 1, **Exhibit B: Budget Detail and Payment Provisions** is amended in its entirety to read as follows:

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the grant application, this Agreement, and in accordance with all applicable laws, regulations for the following eligible activities:

A. Capital Improvements:	\$ 700,000
B. Services: Other than Homeless Youth Set-Aside:	\$ -0-
C. Rental Assistance or Subsidies:	\$ -0-
D. Homeless Youth Set-Aside:	\$ -0-
E. Capital Improvements utilizing County’s Interest Accrual	\$ 5,389.54
TOTAL HEAP AWARD AMOUNT:	\$ 705,389.54

- IV. Section 3, **Exhibit B: Budget Detail and Payment Provisions** is amended in its entirety to read as follows:

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes; Health and Safety Code Section 50214 and 50215 mandate the following:

- A. One hundred percent of the \$700,000 HEAP funds shall be expended by June 30, 2021.
- B. One hundred percent of the \$5,389.54 County’s Interest Accrual of HEAP funds shall be expended by September 30, 2021.

C. Any funds not expended by the dates prescribed in Section 3.A. and 3.B. of this Exhibit B shall be returned to County and will then be returned to BCSH and will revert to the State General Fund.

V. Section 4, **Exhibit B: Budget Detail and Payment Provisions** is amended in its entirety to read as follows:

4. Disbursement of Funds

HEAP funds will be disbursed to the Subrecipient as requested pursuant to a valid and correct Request for Funds (Exhibit F). Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds (Exhibit E) to County. Upon receipt thereof, County will promptly disburse to Subrecipient the grant funds in the amount up to \$705,389.74, which amount is the full amount of the HEAP grant funds awarded to Subrecipient under the HEAP application submitted by County. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. Subrecipient acknowledges and agrees that the Grant funds disbursed to it in this Agreement represent the entirety of all grant funds to which it is entitled. Subrecipient shall ensure that HEAP funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.

Unless otherwise set forth in this Agreement, County shall not be responsible or liable for any fees, costs, expenses, or compensation.

VI. Subsection A. of Section 12, **Exhibit B: Budget Detail and Payment Provisions** is amended in its entirety to read as follows:

12. Reporting/Audits

A. The Subrecipient shall submit Quarterly reports, first quarterly report due July 15, 2020 and quarterly thereafter; and an annual report to County on forms provided by County, by December 15, 2020. If the Subrecipient fails to provide such documentation, County may terminate this Agreement. A final report must be submitted by Subrecipient by October 15, 2021.

VII. Add a new Section, after Section 23., **Exhibit C: Terms and Conditions**:

Counterparts/Electronic, Facsimile, and PDF Signatures.

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

VIII. REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IX. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Subrecipient.

X. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective July 27, 2021.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Subrecipient have executed this First Amendment on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

JOE CHIMENTI, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: Alan B. Cox 06/15/2021 | 11:05:54 AM PDT
B5E34EBA52EA404...
Alan B. Cox
Deputy County Counsel III

RISK MANAGEMENT APPROVAL

DocuSigned by:
By: James Johnson 06/15/2021 | 10:36:40 AM PDT
00BC25FD751A456...
James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: 06/15/2021 | 11:32:02 AM PDT

DocuSigned by:
Lesha Schaefer
UC7970F766B942F...
Lesha Schaefer, Executive Director
Pathways to Housing

Tax I.D.#: On-file