

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PC REDDING APARTMENTS LIMITED
PARTNERSHIP**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and PC Redding Apartments Limited Partnership ("PCRA"), a California Limited Partnership for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands.

RECITALS

WHEREAS, County and PCRA have previously entered into an agreement on June 6, 2017, effective June 16, 2017, for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands ("Agreement"); and

WHEREAS, County and PCRA desire to amend this Agreement to allow County to make communication and telecommunication alterations to the office space used by County.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection P. of Section 2, **RESPONSIBILITIES OF PCRA.**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

Section 2. RESPONSIBILITIES OF PCRA.

- P. PCRA shall provide to County for the term of this Agreement and at no cost whatsoever, exclusive use of an office at the Project of not less than 140 square feet in order for County or its contractors to provide the services required of County pursuant to this agreement. At the time of execution of this Agreement, the office space to be provided to County is identified as Office #107. Configuration of the Office shall permit confidential meeting space for the County and the maintenance of confidential files by the County in the Office. PCRA shall, at its own cost, maintain the Office in good condition and in accordance with all applicable laws and regulations. PCRA shall also pay, at its own expense, any utility costs associated with County's use of the office space. County shall have the right to install and maintain, at its own expense, a T1 telecommunications line, or its substantial equivalent. County, at its own cost, may install equipment needed for use in its office space including, but not limited to, telecommunication systems and computer terminals including, but not limited to, telephone cable, key system units, intercom systems, telephones, answering machines, security systems, computer cabling, and additional fan(s) or cooling system(s) for hardware such as servers and computers ("Telecommunications Equipment"). County will maintain and repair the Telecommunications Equipment at its own cost. PCRA may relocate County to other space within the Project only upon County's prior written

approval. Should PCRA relocate County to other space within the Project, PCRA shall reimburse County for all costs incurred in relocating the T1 line and the Telecommunications Equipment described in this subdivision. Should the Parties have a disagreement regarding County's use of the Office or any of the obligations of this subsection, the Parties agree to attempt to informally resolve the disagreement for 45 days' following notification to the other Party of the disagreement. If the Parties are unable to informally resolve the disagreement, either Party may request mediation with the cost to be shared equally.

II. REAFFIRMATION

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

III. ENTIRE AGREEMENT

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

IV. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. 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: _____

DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 9/15/17


James R. Ross
Assistant County Counsel

RISK MANAGEMENT APPROVAL

 09/16/17


James Johnson
Risk Management Analyst III

**INFORMATION TECHNOLOGY
APPROVAL**

By:  9-19-2017

Tom Schreiber
Chief Information Officer

**PC REDDING APARTMENTS
LIMITED PARTNERSHIP, a California
limited partnership**

By: PC Redding Developers LLC, a
California limited liability company,
its administrative general partner
 9.21.17

Danavon L. Horn, Date
President