

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND CASA SERENITY, INC.**

This Third Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, through its Health and Human Services Agency, and Casa Serenity, Inc., a California Corporation ("Contractor").

**RECITALS**

WHEREAS, County and Contractor have previously entered into an agreement on June 13, 2018, effective July 1, 2018, to provide an augmentation program for residential care home services ("Original Agreement"); and

WHEREAS, the Agreement was amended by a first amendment ("First Amendment") on January 21, 2020, effective December 1, 2019, to add an additional facility location and compensation for the services to be provided therein; and

WHEREAS, the Agreement was amended by a second amendment ("Second Amendment") on August 18, 2020, effective May 1, 2020, to increase maximum compensation for additional services provided at a new location added pursuant to the First Amendment; and

WHEREAS, Contractor has changed its legal name from Casa Serenity, LLC, a California Limited Liability Company, to Casa Serenity, Inc., a California Corporation; and

WHEREAS, County and Contractor desire to amend the Agreement to change the references to the Contractor's name and to increase the amount of compensation payable to Contractor by \$45,000 due to an increase in services ("Third Amendment").

WHEREAS, the Original Agreement, the First Amendment, Second Amendment, and the Third Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. The Agreement, and any attachments, is amended as of February 21, 2019, as follows:

All references to Casa Serenity, LLC, a California Limited Liability Company shall be replaced with Casa Serenity, Inc., a California Corporation. All references to Casa Serenity LLC, a California Limited Liability Company shall remain effective from July 1, 2018 until the effective date of this Third Amendment.

- II. Subsection C. of **Section 3. COMPENSATION.** of the agreement is amended as of February 1, 2021 in its entirety to read as follows:

**Section 3. COMPENSATION.**

- C. In no event shall the maximum compensation exceed \$170,000 during the term of this agreement.

- III. Subsection A of **Section 19, NOTICES.**, is amended to read as follows:

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Branch Director  
   HHSA Adult Services Branch  
   Attn: Contracts Unit  
   2640 Breslauer Way  
   Redding, CA 96001  
   Phone: (530) 225-5900 |  
   Fax: (530) 225-5977

If to Contractor:                  Melissa Pritchard  
   Casa Serenity, Inc.  
   23965 Cone Grove Road  
   Red Bluff, CA 96080  
   Tel:        (530) 529-5114  
   Fax:        (530) 529-5116

- IV. **Section 29, COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**, is added to this Agreement and incorporated herein as of the effective date of this Third Amendment, as follows:

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.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

A3.CasaSerenity.1821  
2444-3-2018-01A3  
CC: 41010; 40401

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

VII. **EFFECTIVE DATE**

Unless otherwise provided, this Third Amendment shall be deemed effective as of February 21, 2019.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Contractor have executed this Third Amendment on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement 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

DocuSigned by:  
By: Alan Cox  
Name: Alan B. Cox

Date: 05/04/2021 | 9:05:15 AM PDT  
Title: Deputy County Counsel III

**RISK MANAGEMENT APPROVAL**

DocuSigned by:  
By: James Johnson  
Name: James Johnson

Date: 05/04/2021 | 9:25:33 AM PDT  
Title: Risk Management Analyst III

**CONTRACTOR**

DocuSigned by:  
By: Melissa Pritchard  
Name: Melissa Pritchard

Date: 05/04/2021 | 2:48:44 PM CDT  
Title: President/Treasurer

Tax I.D.#: On File