



**AMENDMENT NO. 9  
TO  
CONTRACT MA-017-22011908  
FOR  
YALE SHELTER OPERATOR SERVICES**

This Amendment to Contract MA-017-22011908 for Yale Shelter Operator Services is made and entered into upon execution of all necessary signatures between People Assisting the Homeless (PATH), a California nonprofit corporation (Contractor) and the County of Orange, a political subdivision of the State of California (County). Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract MA-042-21010673 for Yale Shelter Operator Services effective November 17, 2020 through June 30, 2023 in an amount not to exceed \$18,000,000 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 4 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office (CEO), to change the Contract number from MA-042-21010673 to MA-017-22011908, change all references from HCA to CEO, replace Notices to County and Contractor, delete Paragraph IV. Compliance; and

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 7 to renew the Contract for one additional fiscal year, effective July 1, 2023 through June 30, 2024, in the amount of \$6,800,000 for a new Contract not to exceed amount of \$24,800,000, correct the official Contract title, replace Referenced Contract Provisions, replace the Acronyms Section, replace Licenses and Laws Section, replace Minimum Wage Laws Section, replace the Nondiscrimination section, remove the Revenue Section, amend Exhibit A of the Contract to replace the Common Terms and Definitions section, replace the Budget section, replace the Payments Section, replace the Services Section, replace the Staffing section and replace Exhibit B, Lease Agreement; and

WHEREAS, the Parties executed Amendment No. 8 to amend Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into Amendment No. 9 to increase the Contract in the amount of \$1,071,976, upon Board of Supervisor approval, for a new Contract not to exceed amount of \$25,806,744, amend the Maximum Obligation in the Referenced Contract Provisions Section, and amend Exhibit A of the Contract to replace the budget table in Section II. Budget; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Referenced Contract Provisions Section is hereby amended to include the increased Maximum Obligation as follows:

**Maximum Obligation:** \$25,806,744

2. Exhibit A, Section II. Budget, Subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

- A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD 1</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>PERIOD 4</u>
ADMINISTRATION COSTS				
Indirect	<u>\$386,017</u>	<u>\$579,026</u>	<u>\$579,026</u>	<u>\$786,661</u>
<b>SUBTOTAL</b>				
<b>ADMINISTRATIONS COSTS</b>	<b>\$386,017</b>	<b>\$579,026</b>	<b>\$579,026</b>	<b>\$786,661</b>
PROGRAM COSTS				
Salaries	\$1,654,834	\$2,135,000	\$2,129,153	\$3,106,683
Benefits	\$446,805	\$448,000	\$304,863	\$536,226
Services and Supplies	\$1,758,536	\$3,207,262	\$3,356,246	\$3,442,406
Start-up Costs	<u>\$950,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>SUBTOTAL PROGRAM COSTS</b>	<b>\$4,810,175</b>	<b>\$5,790,262</b>	<b>\$5,790,262</b>	<b>\$7,085,315</b>
<b>TOTAL GROSS COSTS</b>	<b>\$5,196,192</b>	<b>\$6,369,288</b>	<b>\$6,369,288</b>	<b>\$7,871,976</b>
<b>TOTAL CONTRACT AMOUNT</b>				<b>\$25,806,744</b>

This Amendment modifies the Contract and all previous Amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and all previous Amendments and the Contract, the terms and conditions of this Amendment prevail. In all other respects, the terms and conditions of the Contract, including its amendments, not specifically changed by this Amendment, and all previous Amendments remain in full force and effect.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**PEOPLE ASSISTING THE HOMELESS (PATH), a California Nonprofit Corporation**

Tescia Uribe  
Print Name

Chief Program Officer  
Title

DocuSigned by:  
Tescia Uribe  
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3/7/2024  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**County of Orange, a political subdivision of the State of California**

Christina Rojas  
Print Name

Deputy Purchasing Agent  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Chris Anderson  
Print Name

Deputy County Counsel  
Title

DocuSigned by:  
Chris Anderson  
FD52599179CA41C...

3/7/2024  
Date