

**Amendment No. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND ELIJAH HOUSE FOUNDATION FOR SERVICES FUNDED UNDER THE
EMERGENCY SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR FISCAL YEAR
2021-2022**

This Amendment No. 1 to the Agreement is made and entered into this day January 4, 2022 by and between the County of Lake, hereinafter a referred to as “County,” and Elijah House Foundation, hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

RECITALS

WHEREAS, the parties hereto have entered into an Agreement dated April 1, 2021 under which Contractor will provide Emergency Shelter services guided by California COVID-19 prevention and containment protocols; and

WHEREAS, the parties desire to amend the Agreement to include the location of emergency shelter services at 1111 Whalen Way, Lakeport, California, 95453, through August 31, 2022 and identify the area of the premises to be used for the project in **EXHIBIT F**; and

WHEREAS, the parties desire to amend the Agreement to adjust the scope of services from Rapid ReHousing Services to Emergency Shelter Operations.

NOW, THEREFORE, the parties hereto agree to the following Amendment to the Agreement:

1. **TERM**. This Agreement shall commence on April 1, 2021, and shall terminate on June 30, 2022, unless earlier terminated as hereinafter provided.
2. **CONTRACTOR’S RESPONSIBILITIES**.
 - 1.3. Contractor will provide a safe place for persons in Emergency Shelter located at 1111 Whalen Way, Lakeport, California, 95453 through August 31, 2022. These services are guided by California COVID-19 prevention and containment protocols for temporary shelters as long as the public health emergency is active.
 - 1.10 Facility Maintenance Responsibilities. Contractor shall be responsible for routine maintenance at the facility and general upkeep. Contractor shall be responsible for basic lawn maintenance. Contractor shall not use facility and/or the facility grounds for any purpose not related to the provision of services as described herein.
 - 1.11 Cost of Utilities. The cost of utilities, water, sewer, and electricity shall be paid by Contractor.
 - 1.12 Property Damages. The cost of repairs for any damages to the facility or the facility grounds resulting from or related to the Contractor’s use of the property located at 1111 Whalen Way in Lakeport, California shall be the responsibility of the Contractor. Prior to undertaking such repairs, the Contractor shall contact the County for approval of the plan for and method of repair. Contractor shall always promptly report to Lake County Behavioral Health any and all damages to the property located at 1111 Whalen Way immediately, notwithstanding a determination of cause or responsibility.

**Amendment No. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND ELIJAH HOUSE FOUNDATION FOR SERVICES FUNDED UNDER THE
EMERGENCY SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR FISCAL YEAR
2021-2022**

1.13 Alterations. No alterations shall be made to the facility or grounds of the facility by Contractor unless written permission is obtained and received in advance from the County.

1.14 Injury/Harm to Persons. In addition to taking any and all necessary and advisable measures to ensure the care and safety of all persons at the facility located at 1111 Whalen Way, including but not limited to emergency/medical personnel and/or the Lake County Sheriff as applicable, the Contractor shall ensure that any injury or harm to Contractor's staff and/or to any persons staying at the facility at 1111 Whalen Way is reported to Lake County Behavioral Health as soon as practically possible.

6. COUNTY RESPONSIBILITIES

6.1 Use of County Facility. County shall provide a portion of the County-owned premises known as the Lake County Juvenile Hall for the use as the COVID-19 temporary emergency housing hub described in Exhibit "F" attached hereto and incorporated herein by reference.

6.2 Maintenance, Repair, and Replacement. The County shall be responsible for all maintenance, repair, and, when applicable, the replacement of all infrastructure of the facility and the facility grounds. This includes, but is not limited to, plumbing, electrical, and sewer. Grounds shall be maintained but not renovated or disturbed by Contractor only other than routine maintenance and weed control.

EXHIBIT C – COMPLIANCE PROVISIONS

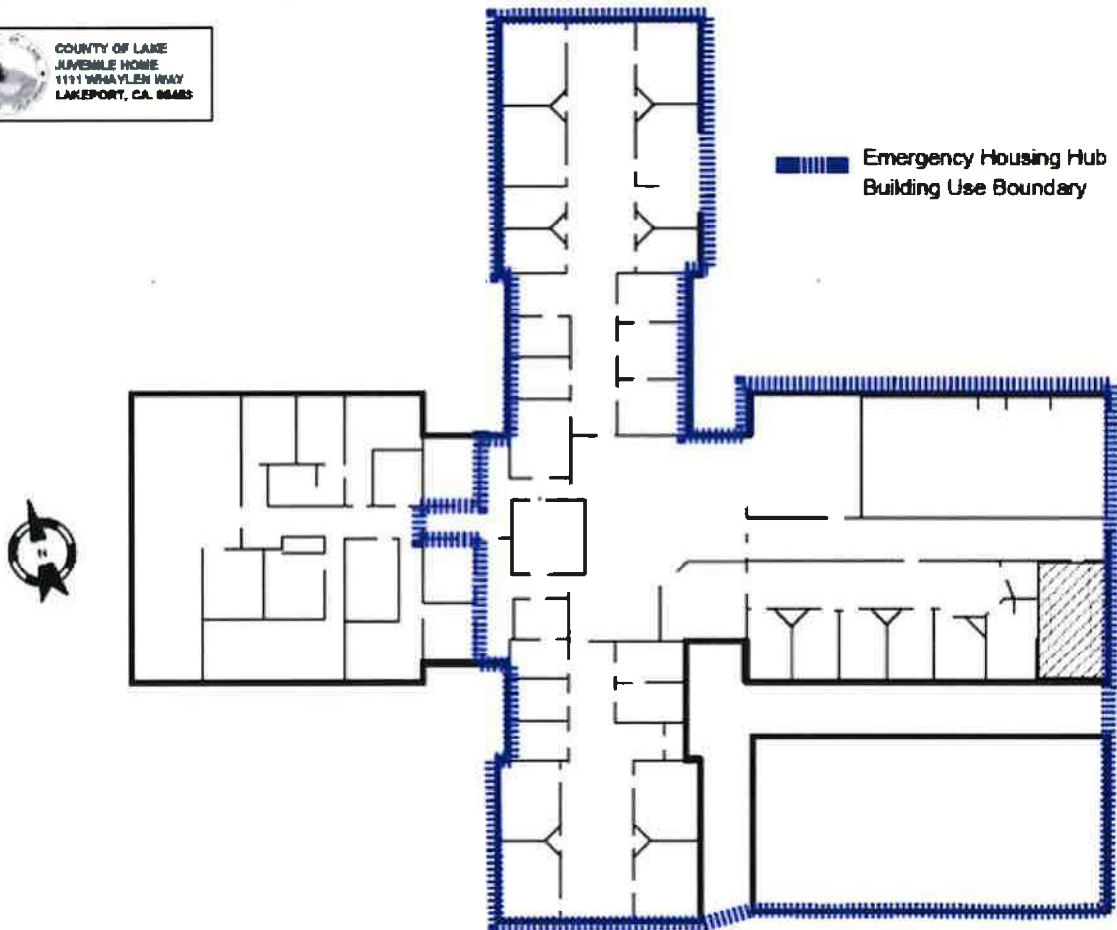
6. The Contractor hereby agrees to protect, defend, indemnify, and hold the County of Lake, its officers, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to real and personal property and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the Contractor and to bear all other costs and expenses related thereto.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability, but is intended solely to provide for indemnification of the County of Lake from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

//

**Amendment No. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND ELIJAH HOUSE FOUNDATION FOR SERVICES FUNDED UNDER THE
EMERGENCY SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR FISCAL YEAR
2021-2022**

**EXHIBIT F- DESCRIPTION OF THAT PORTION OF PROPERTY TO BE USED AS THE
TEMPORARY EMERGENCY HOUSING HUB**




//

**Amendment No. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF LAKE - LAKE COUNTY
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE LAKE COUNTY CONTINUUM
OF CARE AND ELIJAH HOUSE FOUNDATION FOR SERVICES FUNDED UNDER THE
EMERGENCY SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FOR FISCAL YEAR
2021-2022**

The parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

ELIJAH HOUSE FOUNDATION


Eddie J. Crandell (Apr 22, 2022 11:25 PDT)


Joe Henderson, CEO

Board of Supervisors, Chair

Date: 3/30/2022

Date: 04/22/2022

APPROVED AS TO FORM:

ATTEST:

ANITA L. GRANT

CAROL J. HUCHINGSON

County Counsel

Clerk to the Board of Supervisors

By: 

By: Johanna DeLong
Johanna DeLong (Apr 22, 2022 10:26 PDT)

Date: 3-25-22

Date: 04/22/2022

