

Attachment 4

**SECOND AMENDMENT TO
SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF EL PASO DE ROBLES AND EL CAMINO HOMELESS ORGANIZATION**

This Second Amendment to the Supplemental Funding Memorandum of Understanding (“First Amendment”) by and between the City of El Paso de Robles (the CITY), and El Camino Homeless Organization (ECHO), is entered into as of _____, 2024.

RECITALS

- A. The City, ECHO, Peoples Self Help Housing and the Housing Authority of San Luis Obispo entered into a Memorandum of Understanding, dated January 19, 2021 (the “MOU”) to fund certain efforts related to homeless services and the opening of a Project Homekey facility in the City; and
- B. On or about August 16, 2022, the City and ECHO entered into a Supplemental Memorandum of Understanding (“SMOU”) attached as Exhibit “A”; and
- C. On or about January 16, 2024, the City and ECHO entered into the First Amendment to the SMOU. Collectively the First Amendment and the SMOU shall be referred to as the Agreement.
- D. ECHO has been operating shelter services for approximately 43 months; and
- E. The City and ECHO now desire to amend the SMOU to continue funding these services for an additional two year period.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals. The Recitals of facts set forth above are true and correct and are incorporated herein, in their entirety, by this reference.
- 2. Section 4 of the Agreement is hereby amended to add Section 4(c) and (d) as follows:
 - a. “(c) Upon satisfaction of ECHO Obligations, above, in City’s reasonable discretion, City will provide \$111,000 in biannual payments for a total contribution of \$222,000 in fiscal year 2024-2025. If all conditions precedent have been satisfied payments shall be made within 30 days of ECHO’s biannual report to the City Council.
 - b. (d) Provided ECHO has continued to satisfy the ECHO Obligations, above, to City’s reasonable satisfaction, City will provide \$111,000 in biannual payments for a total contribution of \$222,000 in fiscal year 2025-2026. If all conditions precedent have been satisfied payments shall be made within 30 days of ECHO’s biannual report to the City Council.
- 3. Other Terms and Conditions of the Agreement. All other terms and conditions of the Agreement not amended by this Second Amendment remain in full force and effect.
- 4. Effective Date of this Second Amendment to the SMOU: This Second Amendment shall become effective on the first date upon which all of the following have occurred (“Effective

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Date”): (a) execution of this Second Amendment by ECHO; and (b) formal approval of this Second Amendment by the City.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first above written.

The City of El Paso de Robles, a municipal corporation

By: _____

Name: Ty Lewis

Its: City Manager

El Camino Homeless Organization

By: _____

Name: _____

Its: _____