

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
AMONG THE CITY OF COSTA MESA,
THE COSTA MESA HOUSING AUTHORITY, AND
MERCY HOUSE LIVING CENTERS
FOR
SHELTER OPERATOR SERVICES**

This First Amendment ("Amendment") to a Professional Services Agreement for Shelter Operator Services is made and entered into this 29th day of June, 2023 ("Effective Date"), by and among the CITY OF COSTA MESA, a municipal corporation, COSTA MESA HOUSING AUTHORITY ("Authority"), and MERCY HOUSE LIVING CENTERS ("Contractor"). City and Authority are collectively referred to herein as "City."

WHEREAS, City and Contractor entered into a professional services agreement for the provision of shelter operator services at the City's homeless shelter on June 15, 2021; and

WHEREAS, City intends to increase the capacity of the shelter. Due to the increase in capacity and to account for inflation, City further intends to increase compensation to Contractor as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 2.1 of the Agreement is amended to increase Contractors annual compensation commencing on the Effective Date of this Amendment by One Hundred Eighty Five Thousand Two Hundred Eighty Six Dollars (\$185,286.00) in consideration of the increased capacity at the shelter and to account for inflation. Contractor's maximum annual compensation shall not exceed Two Million One Hundred Eighty Five Thousand Two Hundred Eighty Six Dollars (\$2,185,286.00). Any unspent funds in a fiscal year may be carried over to a subsequent fiscal year during the term of this Agreement. Nothing herein shall allow Contractor to keep unspent funds beyond the expiration of termination of this Agreement.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one Agreement together with this Amendment Number Two and Amendment Number One.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

LESSOR

By: [Signature]
Its: DCED

Date: 9/12/23

CITY OF COSTA MESA

[Signature]
Lori Ann Farrell Harrison
City Manager

Date: 9/21/2023

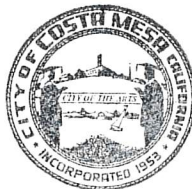
COSTA MESA HOUSING AUTHORITY

[Signature]
Lori Ann Farrell Harrison
Executive Director

Date: 9/21/2023

ATTEST:

[Signature] 9/21/2023
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Kimberly Hall Barlow
City Attorney

Date: 9/14/23

APPROVE AS TO PURCHASING:

[Signature]

Date: Sept. 14, 2023

Carol Molina
Finance Director

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/18/23