

**AMENDMENT NUMBER FOUR
TO 2020-2021 SUBRECIPIENT AGREEMENT
AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM,
THE COSTA MESA HOUSING AUTHORITY AND MERCY HOUSE LIVING CENTERS**

This Amendment Number Four ("Amendment") is made and entered into this 20th day of June 2023 ("Effective Date"), by and among the CITY OF COSTA MESA ("CITY"), a municipal corporation and a grantee under the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Coronavirus ("CDBG-CV") Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20- MW-06-0503), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic ("AUTHORITY"), and MERCY HOUSE LIVING CENTERS, a nonprofit corporation ("SUBRECIPIENT"). CITY and AUTHORITY are collectively referred to herein as "CITY."

WHEREAS, CITY and SUBRECIPIENT entered into an agreement dated October 6, 2020 for SUBRECIPIENT to provide shelter, supportive services and housing navigation services for homeless men and women (the "Agreement"); and

WHEREAS, CITY and SUBRECIPIENT entered into an Amendment One dated June 15, 2021 to amend the use of CDBG-CV funds and extend the term through June 30, 2022 (the "Amendment One"); and

WHEREAS, CITY and SUBRECIPIENT entered into an Amendment Two dated June 21, 2022 to amend the Agreement term to expire on June 30, 2023 and to increase the amount of Community Development Block Grant-Coronavirus ("CDBG-CV") funds to \$392,633.00; and

WHEREAS, CITY and SUBRECIPIENT entered into an Amendment Three dated November 9, 2022, to amend the Agreement to extend the term through December 31, 2023, expand the Scope of Services, and increase SUBRECIPIENT'S compensation accordingly; and

WHEREAS, City and Consultant now desire to further extend the term, through December 31, 2024 and to provide compensation accordingly; and

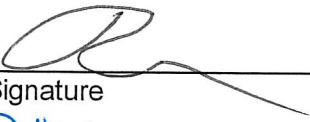
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. The term of the Agreement shall be extended through December 31, 2024.
2. Section 4 of the Agreement shall be amended to increase Consultants total compensation by One Million Fifty Thousand Dollars (\$1,050,000.00). Commencing on the Effective Date of this Amendment, Consultant's total compensation, inclusive of the Agreement and all amendment thereto, shall not exceed One Million Five Hundred Fifty Dollars (\$1,550,000.00).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. 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.

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 written above.

CONSULTANT



Signature


Name and Title

Date: 9/12/23

CITY OF COSTA MESA



~~John Stevens~~ ~~Mayor~~ ~~City Manager~~ Lori Ann Farrell Harrison
ATTEST:

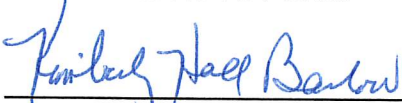
Date: 9/21/2023



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 9/19/23


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 9/18/23

APPROVED AS TO CONTENT:



~~Lori Karaguezian~~ *Nate Robbins*
Project Manager

Date: 9/17/23

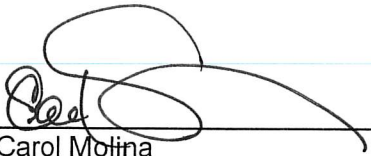
DEPARTMENTAL APPROVAL:



Lori Ann Farrell Harrison
City Manager

Date: 9/21/2023

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: September 14, 2023