

**AMENDMENT NUMBER ONE TO
SUBRECIPIENT AGREEMENT
WITH PROJECT HOPE ALLIANCE
FOR HOUSING RELATED SPECIAL SERVICES
FOR QUALIFYING POPULATIONS – CASE MANAGEMENT**

This First Amendment to the Subrecipient Agreement (“Amendment”) is dated July 1, 2024, (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa, California 92626 (the “City”) and PROJECT HOPE ALLIANCE, a California nonprofit corporation, having its principal office at 1954 Placentia Avenue, Suite 202, Costa Mesa, California 92627 (the “Subrecipient”).

WHEREAS, the City has been allocated \$1,816,742.00 (“HOME-ARP Funds”) for housing related supported services for qualifying populations pursuant to the HOME formula established in 24 CFR 92.5 and 92.60; and

WHEREAS, the City seeks to address the needs and gaps identified in the City’s HOME-ARP Allocation Plan approved by HUD on January 23, 2023; and

WHEREAS, supportive services are identified as one of four activities eligible for HOME-ARP funding including: (1) services identified in section 401(29) of the McKinney Vento Homeless Assistance Act (42 USC 11360(29)), (2) homelessness prevention services, and (3) housing counseling services; and

WHEREAS, on July 1, 2023, the City authorized the award of HOME-ARP funds to Subrecipient for the purpose of providing on-site management program, including academic, basic needs, and life skills assistance to qualifying high school students and their families (“Program”); and

WHEREAS, pursuant to the Agreement, Subrecipient is bound by the standard terms and conditions in the Agreement and such rules, regulations or requirements contained therein; and

WHEREAS, City and Subrecipient now agree to extend the term of the Agreement for one year, commencing on July 1, 2024 and ending on June 30, 2025; and

WHEREAS, City and Subrecipient also agree that this one year extension will continue in the same amount of \$120,000, pursuant to Section 2.1 of the Agreement (from July 1, 2024 to June 30, 2025); and

WHEREAS, City and Subrecipient also desire to update City’s Scope of Work, referenced in Section 1.1 of the Agreement (Exhibit “A”); and

WHEREAS, City and Subrecipient intend and desire that this Amendment be effective to the Effective Date.

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

1. This Amendment shall be retroactive to the Effective Date.
2. Term of Agreement. Section 2.2 "Term" of the Agreement is hereby amended its entirety to read as follows:


"The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year ending on June 30, 2025. The term may be extended for up to three (3) years upon mutual written agreement of the parties, subject to the availability and /or allocation of HOME/ARP funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final request for reimbursement. The recordkeeping and reporting requirements of Section 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

3. The City's Scope of Work, attached as Exhibit "A" to the Agreement shall be deleted in its entirety and replaced with the updated Scope of Work and attached hereto as Exhibit "A."
4. The Agreement will continue in the same amount of \$120,000, pursuant to Section 2.1 of the Agreement (from July 1, 2024 to June 30, 2025).
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
7. 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 above written.

[Signatures appear on following page.]

SUBRECIPIENT



Signature

Date: 8/19/24

Jennifer Friend
Jennifer Friend
CEO

CITY OF COSTA MESA



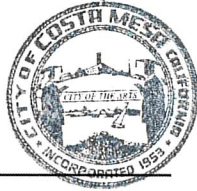
Lori Ann Farrell Harrison
City Manager

Date: 8/27/2024

ATTEST:

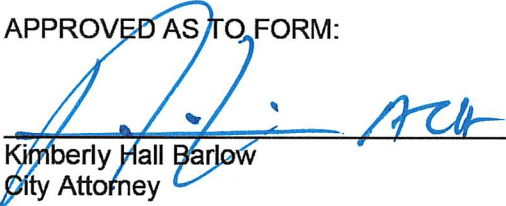


Brenda Green
City Clerk



Date: 8/29/2024

APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 9/20/24

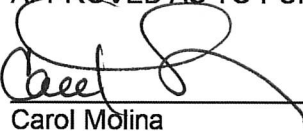
APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 8/26/24

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: 8/23/24