

**AMENDMENT NUMBER TWO
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 Two ("Amendment") is made and entered into this 21st day of June, 2022 ("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, on June 15, 2021, CITY and SUBRECIPIENT amended the Agreement and extended the term of the Agreement through June 30, 2022; and

WHEREAS, CITY and SUBRECIPIENT now desire to extend the term of the Agreement through June 30, 2023 and to amend the Agreement as set forth herein.

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 June 30, 2023.
2. Section A.4. (Amount of Grant and Quarterly Disbursement) shall be amended to read as follows:
 4. Amount of Grant and Quarterly Disbursement. The amount granted to SUBRECIPIENT shall not exceed Three Hundred Ninety-Two Thousand Six Hundred Thirty-Three Dollars (\$392,363.00) ("CDBG-CV FUNDS"). SUBRECIPIENT shall expend such funds during the term of this Agreement or any extension thereof. CITY will disburse CDBG-CV FUNDS to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

[Signature page follows.]

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.

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison
Executive Director

Date: _____

SUBRECIPIENT

MERCY HOUSE LIVING CENTERS
Federal Tax Identification No: 33-0315864
DUNS Number: 879797165

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk/Housing Authority Secretary

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney/Housing Authority
General Counsel

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director