

**AMENDMENT NUMBER TWO
TO 2020-2021 SUBRECIPIENT AGREEMENT
AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
THE COSTA MESA HOUSING AUTHORITY, AND TRELIS INTERNATIONAL**

This Amendment Number Two (“Amendment”) is made and entered into this 7th day of February, 2023 (“Effective Date”), by and between the CITY OF COSTA MESA, 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-MC-06-0503) (“City”), the COSTA MESA HOUSING AUTHORITY, a public body corporate and political (“Authority”), and TRELIS INTERNATIONAL, a California nonprofit corporation (“Subrecipient”). City and Authority are collectively referred to herein as “City.”

WHEREAS, City and Subrecipient entered into a 2020-2021 Subrecipient Agreement dated May 1, 2021 for Subrecipient to provide Innovative Street Outreach and Life Skills Training services (the “Agreement”); and

WHEREAS, Section A(3) of the Agreement provides for a term of one (1) year, with the option to extend the Agreement for one (1) additional one (1) year period; and

WHEREAS, City and Subrecipient entered into Amendment Number One on April 30, 2022 to extend the term for an additional one (1) year period through April 30, 2023; and

WHEREAS, City and Subrecipient now desire to extend the term for an additional one (1) year period to extend the Agreement through April 30, 2024; and

WHEREAS, City desires to increase the total amount granted to Subrecipient accordingly and to allocate an additional Seventy-Thousand Dollars (\$70,000.00) of CDBG-CV funds; and

WHEREAS, due to the immediate need for the community to receive the services of Subrecipient, City may provide the CDBG-CV funds immediately upon City Council approval of this Amendment Two.

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 April 30, 2024.
2. Section 1 of the Agreement shall be amended to add subsection (c) **Use of CDBG-CV Funds; Duplication of Benefits**. SUBRECIPIENT acknowledges that CITY is utilizing CDBG-CV funds allocated to City through the CARES Act in whole or in part to fund the services set forth in this Agreement. SUBRECIPIENT understands and agrees that CDBG-CV funds may only be utilized to prevent, prepare for, and respond to the COVID-19 pandemic. SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by the CARES Act and/or HUD’s CDBG-CV guidance. SUBRECIPIENT must comply with HUD’s requirements for duplication of benefits imposed on the CITY, which are: CDBG-CV funds may not be used to

pay costs if another source of financial assistance is available to pay that cost. SUBRECIPIENT further agrees to repay the CITY any assistance determined to be duplicative.

3. Section 4 of the Agreement shall be amended to reflect that Subrecipient's total compensation shall not exceed One Hundred and Sixty Thousand and Three Hundred and Eighty-Two Dollars (\$160,382.00). Subrecipient shall be paid according to the fee schedule set forth in the Agreement.
4. Section 8 of the Agreement shall be amended to add subsection (j) Records specifying how the Coronavirus impacted persons assisted and that no other financial resource is available to provide assistance.
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 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 written above.

SUBRECIPIENT

TRELLIS INTERNATIONAL

Federal Tax ID Number: 47-5324236

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison
Executive Director

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney/Housing Authority General Counsel

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Lori Karaguezian
Project Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

