

**AMENDMENT NUMBER THREE TO
SUBRECIPIENT AGREEMENT WITH
FAMILIES FORWARD, INC.**

This Amendment Number Three ("Amendment") is dated the 1st day of July, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FAMILIES FORWARD, INC., a California nonprofit corporation ("Subrecipient").

WHEREAS, City and Subrecipient entered into a Subrecipient Agreement dated July 1, 2023 (the "Agreement") for the award of HOME Investment Partnership Program funds for the operation of a Tenant Based Rental Assistance Program (the "Program").

WHEREAS, on October 25, 2023, City and Subrecipient entered into Amendment One to provide Subrecipient up to a maximum of \$100,000.00 annually for project expenses; and

WHEREAS, on July 1, 2024, City and Subrecipient entered into Amendment Two to provide Subrecipient up to a maximum of \$50,000.00 annually for project expenses; and

WHEREAS, the City desires to increase the funds granted for the operation of the Program by an additional \$50,000.00 to a maximum of \$200,000 annually for project expenses; and

WHEREAS, City and Subrecipient agree to extend the term of the Agreement for up to three (3) additional years, commencing on July 1, 2025 and ending on June 30, 2028; 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 to amend the Agreement as follows:

1. This Amendment shall be retroactive to the Effective Date.
2. Section 2.1 of the Agreement is amended to provide Subrecipient up to a maximum of \$200,000.00 annually for project expenses.
3. Term of Agreement. Section 2.2 "Term" of the Agreement is hereby amended in its entirety to read as follows:
4. "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) additional years upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME 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 section.
5. All terms not defined herein shall have the same meaning and use as set

Families Forward
Subrecipient Agreement
Amendment Three

6. forth in the Agreement, as amended.
7. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
8. 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.

FAMILIES FORWARD, INC.

By: _____

Date: _____

Its: _____

CITY OF COSTA MESA

Lori Anne Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DRAFT

Attachment 1 - Scope of Work
CITY OF COSTA MESA

DRAFT