

**AMENDMENT NUMBER ONE
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 One (“Amendment”) is made and entered into this 15th day of June, 2021 (“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 desire 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. Section A.1. shall be amended to add a new subsection (e), to read as follows:

(e) Use of CDBG-CV Funds; Duplication of Benefits. SUBRECIPIENT acknowledges that CITY is utilizing supplemental CDBG funds allocated to City through the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), referred to as “CDBG-CV” funds, 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.

2. Section A.3. (Term of Agreement) shall be amended to read as follows:

3. Term of Agreement. Subject to the termination provisions set forth herein, the term of this Agreement is from October 6, 2020 through June 30, 2021, except that SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond the term, including, but not limited to, obligations with respect to indemnification, audits, reporting, data retention/data reporting, and accounting. The term of this Agreement may be extended by two (2) additional one (1) year

periods upon written agreement of the parties, memorialized by an amendment to this Agreement.

3. The term of the Agreement shall be extended through June 30, 2022.
4. 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 Thirty Thousand Three Hundred Twenty-One Dollars (\$330,321.00) ("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.
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

[Signatures appear on following page.]

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