

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
MERCY HOUSE LIVING CENTERS
TO
PROVIDE SHELTER OPERATOR SERVICES**

This Amendment Number One ("Amendment") is made and entered into as of the 4th day of February, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MERCY HOUSE LIVING CENTERS, a California nonprofit corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on February 5, 2019 for Contractor to provide shelter operator services for the City's fifty (50) bed homeless shelter (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of two (2) years, with the option to extend the Agreement for three (3) additional one (1) year periods; and

WHEREAS, City and Contractor desire to extend the term for one (1) year, through February 4, 2022; and

WHEREAS, City and Contractor further desire to amend Section 4.1 of the Agreement to remove the remaining extension options; and

WHEREAS, City and Contractor further desire to amend Section 2.1 of the Agreement to set forth Contractor's maximum monthly compensation; and

WHEREAS, City and Contractor further desire to amend Section 6.4 of the Agreement relating to City's representative for purposes of this Agreement.

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 February 4, 2022.
2. Section 4.1 of the Agreement shall be amended to read as follows:
 - 4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, through February 4, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of the parties.
3. Section 2.1 of the Agreement shall be amended to read as follows:
 - 2.1. Maximum Compensation. Contractor's monthly compensation shall not exceed One Hundred Twenty-One Thousand Four Hundred Seventeen Dollars (\$121,417.00). Contractor's annual compensation shall not exceed One Million Four Hundred Fifty-Seven Thousand Dollars (\$1,457,000.00).

4. Section 6.4 of the Agreement shall be amended to reflect the following information for the City:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5099
Attn: Susan Price, Assistant City Manager

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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

Sam Anderson
City Manager

Date: 2/9/21

CONTRACTOR

[Signature]
Signature

Date: 1/25/20

Patt Long, COO
Name and Title

ATTEST:

Brenda Green 2/10/2021
City Clerk



APPROVED AS TO FORM:


City Attorney

Date: 2/9/2021

APPROVED AS TO INSURANCE:


Risk Management

Date: 2/3/21

APPROVED AS TO CONTENT:


Project Manager


Date: 2/4/21

DEPARTMENTAL APPROVAL:


Assistant City Manager

Date: 2/4/21

APPROVED AS TO PURCHASING:


Finance Director

Date: January 28, 2021

