

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AND FUNDING AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
MERCY HOUSE LIVING CENTERS
FOR HOMELESS SYSTEM OF SERVICES
(FY 2023 FUNDS)**

1. PARTIES AND DATE.

This First Amendment to the Professional Services and Funding Agreement (“First Amendment”) is made and entered into this 21st day of June 2023 by and between the City of Corona (“City”) and Mercy House Living Centers, a California domestic nonprofit corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services and Funding Agreement for Homeless System of Services (FY 2023) dated December 7, 2022 (“Agreement”), whereby Consultant agreed to furnish all labor, materials, tools, equipment, and services necessary to operate and implement the City’s Homeless System of Services consisting of the Harrison Low-Barrier Emergency Shelter/Navigation Center, the Pilot Transportation/Meal Program, HOME Tenant Based Rental Assistance Program, Permanent Supportive Housing Program, and collaboration with Corona Regional Medical Center, Centro Medico Community Clinic and other healthcare providers for the Post Hospital Recuperative Care Program.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to extend the term to June 30, 2024 and to reduce the Total Compensation by eliminating the 10% contingency cost line item from the budget.

3. TERMS.

3.1 Term Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall be from December 7, 2022 to June 30, ~~2023~~2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment or renewal agreement pursuant to

Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Exhibit “C”. Exhibit “C” (Compensation) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “C-1” attached hereto and incorporated herein by reference as Exhibit C-1.

3.3 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.5 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE
FOR
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AND FUNDING AGREEMENT
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FOR HOMELESS SYSTEM OF SERVICES
(FY 2023 FUNDS)**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services and Funding Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By:

Karen Roper
Homeless Solutions Manager

Reviewed By:

Scott Briggs
Lead Purchasing Specialist

Attest:

Sylvia Edwards
City Clerk

**CONSULTANT’S SIGNATURE PAGE
FOR
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MERCY HOUSE LIVING CENTERS
A CALIFORNIA NON-PROFIT CORPORATION

By: _____
Larry Haynes
Chief Executive Officer

**EXHIBIT “C-1”
COMPENSATION AND PAYMENT SCHEDULE**

FY 2023 Mercy House System of Services Budget	
1. Shelter/Navigation Center Admin Costs	\$ 218,459.17
2. Shelter/Navigation Center Program Staff Costs	\$ 1,206,966.80
1 Shelter Program Manager; 1 Shelter Program Senior Site Leader; 3 Shelter Program Site Leaders; 11.75 Shelter Specialists for Engagement, Janitorial, Logistics and Overnight; 5.87 Shelter Program Safety Specialists; 6.25 Shuttle Drivers (includes the Shelter/Navigation Center, Pilot Transportation/Meal Program and Permanent Supportive Housing Program transportation); 1 Reservations, Intake & Data Specialist; 1 Kitchen Manager, 1 Lead Cook, 2 Cooks, and 1.40 Kitchen Logistics Staff.	
3. Shelter/Navigation Center Program and Facility Costs	\$ 483,991.89
Shelter Maintenance and Repairs, Trash & Utilities, Shelter Security Vendor, Shelter Transportation, Supplies, Client Services, Meals, and other Miscellaneous Costs	
4. Housing Staff and Housing Services (Navigation, Leasing and Housing Placement Fund) Costs	\$ 272,600.07
1 Housing Solutions Manager, 1 Leasing Agent, 2 Housing Navigators, 2.75 Tenant Based Rental Assistance (TBRA) Case Managers, Whatever-It-Takes Housing Placement Fund: Landlord Incentives, U-Haul Moving Costs, Landlord Application Fees, Other Miscellaneous Housing Placement Costs not covered by TBRA Program)	
5. Furniture, Fixtures, and Equipment Costs	\$ 117,237.00
Bedding, Linens, Wall Decorations, Utensils & Tools, Appliances, Containers, Safety, Office Tools & Supplies, Office Furniture, Computers & Electronics, Cubicle Walls, Chairs, ZappBug, Desks, Outdoor Seating & Tables, Amnesty Lockers, Bike Racks, Outdoor Tools & Equipment, Dining Room Chairs & Tables, TVs and Mounts, Suggestions Box, Decorations, Laundry/Janitorial Appliances, Equipment & Tools, Pet Equipment and Supplies, and Other Miscellaneous Items.	
6. 10% Contingency Cost*	\$ 218,201.79
Total Shelter/Navigation Center Budget	\$ 2,299,254,932,517,456.72
Pilot Transportation Shuttle/Meal Program	\$ 182,422.10
Meals (Hot Meal and Bagged Take Away Food), Supplies, Transportation, 1.40 Program Safety Specialist, 2 Resource Specialists to support a 7-day per week program for 40 clients	
HOME Tenant Based Rental Assistance Budget	\$ 1,130,273.00
Income Eligibility Determinations, Housing Quality Standards Inspections, Rental Assistance Payments, and Security Deposits	
5th Street Permanent Supportive Housing Program	\$ 158,338.89
Professional Fees (legal & accounting), Administration (advertising, office salaries, office expenses), Repairs & Maintenance, Real Estate Taxes, Insurance, Utilities, Reserves, Supportive Services: 1.60 Social Services Staff, Coordination of Services and Transportation to RUHS-Behavioral Health, Shelter/Navigation Center and other Medical Providers, Rental Assistance Fund)	
Grand Total	\$3,770,288,923,988,490.71
Funding Sources	
Federal HOME Funds for TBRA Program	\$ 1,130,273.00
State PLHA Funds for Shelter/Navigation Center	\$ 1,486,616.00
City General Funds for Shelter/Navigation Center, Pilot Transportation/Meal Program, and Permanent Supportive Housing Operating Gap	\$ 1,153,399,921,371,601.71
Total	\$ 3,770,288,923,988,490.

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Percentage Funded with Federal/State Resources	66 <u>69</u> %