

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

**BETWEEN THE CITY OF CORONA AND
MERCY HOUSE LIVING CENTERS FOR HOMELESS SYSTEM OF SERVICES
(FY 2024 FUNDS)**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services and Funding Agreement (“Third Amendment”) is made and entered into this 21st day of August 2024 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 Third 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 (“Original 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 Hope Center 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 First Amendment. On or about June 21, 2023, the Parties entered into a First Amendment to the Original Agreement (“First Amendment”) extending the term to June 30, 2024.

2.3 Second Amendment. On or about April 3, 2024, the Parties entered into a Second Amendment to the Original Agreement (“Second Amendment”) to: (1) modify the Scope of Services (Exhibit “A-1”); (2) modify the Schedule of Services (Exhibit “B-1”); (3) increase the Total Compensation retroactive to January 1, 2024 to incorporate FY 2024 funds (Section 3.3.1); (4) add budgetary documents for FY 2024 (Exhibit “C-2”). The Original Agreement, the First Amendment, and the Second Amendment may be collectively referred to herein as the “Agreement”. All initially capitalized terms used, but not otherwise defined herein, shall have the meaning for such terms as set forth in the Agreement.

2.4 Third Amendment: City and Consultant desire to amend the Agreement for the Third time to extend the term to December 31, 2024.

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

December 31, 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 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.3 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 Third Amendment.

3.4 Counterparts. This Third 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 TWO (2) PAGES]

CITY'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
CITY OF CORONA PROFESSIONAL SERVICES AND FUNDING AGREEMENT
BETWEEN THE CITY OF CORONA AND
MERCY HOUSING LIVING CENTERS
FOR HOMELESS SYSTEM OF SERVICES
(FY 2024 FUNDS)

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

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Reviewed By:

Karen Roper
Homeless Solutions Manager

Reviewed By:

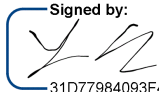

Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR
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IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services and Funding Agreement as of the date noted on the first page of this Third Amendment.

MERCY HOUSE LIVING CENTERS
a California non-profit corporation

By:  Signed by:
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Larry Haynes
Chief Executive Officer