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**THIRD AMENDMENT**

**TO**

**AGREEMENT**  
**FOR USE OF THE CITY OF POMONA'S**  
**HOPE FOR HOME YEAR-ROUND EMERGENCY**  
**SHELTER**

**BY AND BETWEEN**

**THE CITY OF POMONA**

**AND**

**TRI-CITY MENTAL HEALTH AUTHORITY**

**DATED**

**JUNE 18, 2025**

**Administrative Office**

1717 North Indian Hill  
Boulevard, Suite B  
Claremont, CA 91711  
Phone (909) 623-6131  
Fax (909) 623-4073

**Clinical Office / Adult**

2008 North Garey Avenue  
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**Clinical Office / Child & Family**

1900 Royalty Drive, Suite 180  
Pomona, CA 91767  
Phone (909) 766-7340  
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**MHSA Administrative Office**

2001 North Garey Avenue  
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**Wellness Center**

1403 North Garey Avenue  
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**THIRD AMENDMENT**  
**AGREEMENT**  
**BY AND BETWEEN THE CITY OF POMONA**  
**AND TRI-CITY MENTAL HEALTH AUTHORITY**  
**FOR USE OF THE CITY'S**  
**HOPE FOR HOME YEAR-ROUND EMERGENCY SHELTER**

**1. PARTIES AND DATE**

This Third Amendment ("Third Amendment") is made and entered into as of June 18, 2025 ("Third Amendment Date"), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("Tri-City") and the CITY OF POMONA, a California charter city and municipal corporation (the "City"). Tri-City and City are sometimes individually referred to as a "Party" and collectively as "Parties."

**2. RECITALS**

**2.1.** The City and Tri-City entered into an Agreement effective December 1, 2018, ("Agreement") for Tri-City's financial participation in the City's Hope For Home year-round emergency shelter and homeless service center ("Facility") for the purpose of reserving access to 28 shelter beds for the exclusive use of Tri-City's Mental Health Service Act (MHSA) clients and for Tri-City to have access to programming space at the Facility.

**2.2.** On July 1, 2019, the Parties executed the First Amendment to the Agreement to change the term of the Agreement, and increase the number of shelter beds reserved from 28 to 31 for the exclusive use of Tri-City.

**2.3.** On December 21, 2022, the Parties executed the Second Amendment to the Agreement extending the term of the Agreement for an additional three years ending on June 30, 2025; requesting a quarterly report of the usage of the number of shelter beds reserved for the exclusive use of Tri-City; and updating the contact information of the Parties.

**2.4.** The Parties desire to amend the Agreement again to extend the term of the Agreement for one (1) additional year through June 30, 2026; and increase the number of shelter beds reserved from 31 to 71 for the exclusive use of Tri-City.

**2.5.** In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Third Amendment.

**3. AMENDMENT**

Article 1 (Term of Agreement), Article 2(a), Article 3(a), and Article 5(a) are amended to read as follows:

**"1. TERM OF AGREEMENT.** The initial term of this Agreement that began on December 1, 2018 and concluded on June 30, 2022, was extended an additional three years beginning on July 1, 2022 through June 30, 2025, and is extended an additional one (1)

year beginning on July 1, 2025 through June 30, 2026 ("Term"), and will be reconsidered by the Parties thereafter upon expiration.

**2. TRI-CITY SHALL:**

- a. Reserve and pay for its exclusive use of seventy-one (71) beds in the Crisis Housing Building of the Facility, beginning July 1, 2025 for the Sum of \$1,943,625 (\$75/bed x 71 beds = \$5,325/day x 365 days) for a period of one (1) year beginning July 1, 2025 through June 30, 2026. Payment in the Sum of \$1,943,625 shall be made to the City by January 15, 2026. The Parties agree that the City will provide 71 beds and partitions/storage units for the 71 beds (furniture fixtures). Such furniture fixtures become the property of the City for use at the Facility and shall be reserved for the exclusive of Tri-City for the duration of the Term of this Agreement.

**3. THE CITY OF POMONA SHALL:**

- a. Reserve 71 beds in the Crisis Housing Building of the Facility for Tri-City's exclusive use for the Term of this Agreement. In the event that any quantity of the 71 reserved beds are unavailable for use by a Tri-City referred client, the City shall provide a credit at the rate of \$75/day for those days, times the number of beds that are unavailable for such days. Such credit shall be applied against the next payment of the Total Sum under this agreement, or as a refund at the end of the agreement Term. Accordingly, the City will provide Tri-City a quarterly report about the usage of the 71 beds reserved for the exclusive use of Tri-City, including the number of days during which were unavailable for use.

**5. NOTICE AND CONTACT INFORMATION.**

- a. The representatives of the Parties who are primarily responsible for the administration of this AGREEMENT, (including assuring compliance with the rules for use of the Facilities), and to whom formal notice, demands and communications shall be given, are as follows:

To City:	To Tri-City:
Anita D. Scott, City Manager	Ontson Placide, Executive Director
City of Pomona	Tri-City Mental Health Authority
505 South Garey Avenue	1717 N. Indian Hill Blvd, #B
Pomona, CA 91769	Claremont, CA 91711
(909) 620-3773	(909) 623-6131

**4. REAFFIRMATION OF OTHER TERMS**

Except as modified or changed herein, all of the terms and provisions of the Agreement, as amended by the Third Amendment, shall remain in full force and effect.

**5. EXECUTION**

The Parties have executed this Agreement as of the Third Amendment Date.

**CITY OF POMONA**

By: \_\_\_\_\_  
Anita D. Scott, City Manager

**Attest:**

By: \_\_\_\_\_  
Rosalia A. Butler, City Clerk

**Approved as to Form and Content:**  
BEST BEST & KRIEGER, LLP

By: Sonia R. Carvalho  
Sonia Carvalho, City Attorney

**TRI-CITY MENTAL HEALTH AUTHORITY**

By: Ontson Placide  
Ontson Placide, Executive Director

**Attest:**

By: Micaela P. Olmos  
Micaela P. Olmos, JPA Administrator/Clerk

**Approved as to Form and Content:**  
RICHARDS WATSON & GERSHON

By: Steven L. Flower  
Steven L. Flower, General Counsel