

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) made and entered into as of this ____ day of _____, 2015, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (“CITY”), and USONA DEVELOPMENT, LCC, Limited Liability Corporation (“CONSULTANT”). CITY and CONSULTANT are collectively referred to as Parties.

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated June 1, 2015, for professional Grants Management Services for technical assistance for the federal HUD programming, including, but not limited to, the CDBG, HOME, ESG, HOPWA, NSP, and OHHLC grant programs, (“Agreement”); and

WHEREAS, CITY and CONSULTANT desire to modify the scope of services to include additional detailed reporting; and

WHEREAS, CITY and CONSULTANT desire to increase compensation for the additional services provided; and

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the Parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services as described in **Exhibit A**, attached hereto and incorporated herein by reference.

2. CONSULTANT’s sole compensation for satisfactory performance of all services required or rendered pursuant to the Amendment shall be a total fee not to exceed \$21,200.00.

3. The term of the Agreement is extended to December 31, 2016.

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated June 2, 2015, remains in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO, a California municipal corporation

USONA DEVELOPMENT, LLC, a Limited Liability Corporation

By _____
Jennifer K. Clark
Director
Development Department

By: _____

Name: _____

Title: _____
(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

By: _____
Deputy

Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: _____
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

By: _____
Brandon M. Collet
Deputy City Attorney

Date

REVIEWED BY:

Addresses:
CITY:
City of Fresno
Attention: Jennifer Clark,
Director
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8003
FAX: (559)498-1012

CONSULTANT:
Usona Development, LLC
Attention: William Kubal,
Principal
812 Madison Blvd.
Bolingbrook, IL 60490
Phone: (630) 267-3692
FAX: N/A

Attachment: Exhibit A – Scope of Work

PROPOSED AMENDMENT

SCOPE OF WORK

Amend current scope of work to include the following:

- Coordinate required consultation with non-profits and outside agencies for 2016-2017 Annual Action Plan.
- Coordinate planning and outreach in regard to public participation outlined in the City's Citizen Participation Plan for 2016-2017 Annual Action Plan.
- Review and make recommendations on proposed projects, including eligibility for federal funding for 2016-2017 Annual Action Plan.
- Draft required narrative for 2016-2017 Annual Action Plan.
- Coordinate submission of 2016-2017 Annual Action Plan to HUD via the IDIS Online system by May15, 2016.
- Technical Assistance for City staff, including day-to-day operational oversight of CDBG; substantial amendments to existing Annual Action Plans; update to the City's Analysis of Impediments to Fair Housing; and additional technical assistance topics requested by City staff.

BUDGET

Amend the current budget to include the following:

Task	Level of Effort	
	Principal	Associate
Kickoff Meeting/preparation	2	
Data Gathering/Review	8	
Consultations	8	
Public Outreach	8	
Draft Narrative	46	
Review with Client / Revisions	8	
Technical Assistance	120	
Subtotal	200	
Hourly Rate	\$95.00	
Total Labor		\$19,000.00
Estimated Travel Expenses		\$2,200.00
Total Estimated Price		\$21,200.00