

### **THIRD AMENDMENT TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) effective as of June 30, 2024, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation, acting through its Planning and Development Department, Housing and Community Development Division (GRANTEE), and the HOUSING AUTHORITY CITY OF FRESNO a Body Corporate and Politic (SUBRECIPIENT). GRANTEE and SUBRECIPIENT are collectively referred to as Parties.

#### **RECITALS**

WHEREAS, GRANTEE and SUBRECIPIENT entered into an Agreement, dated April 1, 2021, for the use of HOME Investment Partnerships Program (HOME program) funds for the administration and implementation of the HOME program to provide rental housing assistance to extremely low and very low-income persons or households that are homeless, threatened with homelessness, those transitioning from a homeless housing assistance program or rapid rehousing for chronically homeless individuals within the City of Fresno.

WHEREAS, GRANTEE and SUBRECIPIENT entered into a First Amendment effective December 31, 2022, to extend the term of the Agreement to June 30, 2024.

WHEREAS, GRANTEE and SUBRECIPIENT entered into a Second Amendment effective August 30, 2023, to amend the scope of work contained in the Agreement.

WHEREAS, GRANTEE and SUBRECIPIENT now desire to amend the Agreement to extend the term an additional year to fully expend the funds available.

#### **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. The term of the Agreement is extended up to and including June 30, 2025.
2. 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.
3. Except as otherwise provided herein, the Agreement entered into by GRANTEE and SUBRECIPIENT, dated April 1, 2021, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,  
a California municipal corporation

HOUSING AUTHORITY CITY OF  
FRESNO BODY CORPORATE AND  
POLITIC

By: \_\_\_\_\_  
Georgianne A. White                      Date  
City Manager

DocuSigned by:  
Tyrone Williams                      6/10/2024  
By: \_\_\_\_\_  
DA27FA20B5E14C4...  
Name: Tyrone Rodrick Williams

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

DocuSigned by:  
Tricia Herrera                      6/10/2024  
By: \_\_\_\_\_  
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Tricia Herrera                      Date  
Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

By: \_\_\_\_\_  
Deputy                      Date

Addresses:  
CITY:  
City of Fresno  
Attention: Karen Jenks,  
Housing & Neighborhood Revitalization  
Manager  
2600 Fresno Street, CHN 3065  
Fresno, CA 93721  
Phone: (559) 621-8064

SUBRECIPIENT:  
Housing Authority of City of Fresno  
Attention: Tyrone Rodrick Williams  
Executive Officer 1331 Fulton Street  
Fresno, CA 93721  
Phone: (559) 443-8400