

**FIRST AMENDMENT TO CDBG SUBRECIPIENT AGREEMENT  
BETWEEN HABITAT FOR HUMANITY FRESNO, INC. AND  
THE CITY OF FRESNO REGARDING THE HOME REPAIR  
PROGRAM**

This FIRST AMENDMENT TO AGREEMENT between HABITAT FOR HUMANITY FRESNO, INC. and the CITY OF FRESNO regarding The Home Repair Program (Amendment) made and entered into as of this 14<sup>th</sup> day of June, 2019, amends the Agreement (defined below) previously entered into between the CITY OF FRESNO, California, a municipal corporation (CITY) and HABITAT FOR HUMANITY FRESNO COUNTY (SUBRECIPIENT).

**RECITALS**

CITY and SUBRECIPIENT entered into a CDBG Subrecipient Agreement regarding the Home Repair Program on November 19, 2018, (Agreement); and

CITY and SUBRECIPIENT now desire to modify the Agreement as set forth below in order to accurately identify pertinent portions of the Subrecipient's scope of work unintentionally left out of 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 the aforesaid Agreement be amended as follows:

**AMENDMENTS**

1. Exhibit "A" Scope of Work (Project Description) is amended to include:

Accessibility improvements such as installation of wheelchair ramps, handrails, ADA toilets, and grab bars to homes of persons with disabilities to make the home more accessible.

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. Whenever the Agreement is referred to, it shall mean the Agreement as modified by this Amendment. Except as otherwise provided herein, the Agreement entered into between CITY and SUBRECIPIENT remains in full force and effect.

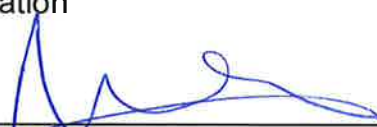
[SIGNATURE PAGE TO FOLLOW]

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

GRANTEE  
CITY OF FRESNO,  
A California municipal corporation

By:   
Wilma Quan-Schechter  
City Manager

SUBRECIPIENT  
HABITAT FOR HUMANITY, a nonprofit corporation

By:   
Matthew Grundy,  
Executive Director  
(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:   
Tracy N. Parvarian                      Date  
Senior Deputy City Attorney      6-10-19

By: \_\_\_\_\_  
Name: Matthew Grundy  
Title: CEO  
(If corporation or LLC, CFO, Treasurer, Secretary, or Assistant Secretary)

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By:  6/14/19  
Deputy

Addresses:

CITY:  
City of Fresno  
Attention: Housing and Community Development  
2600 Fresno Street, Room 3076  
Fresno, CA 93721  
Phone: (559) 621-8300

RECIPIENT  
Habitat for Humanity  
Attention: Matthew Grundy, Executive Director  
4991 E. McKinley Avenue, Suite 123  
Fresno, CA 93727  
Phone: (559) 237-4102