

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is made and entered into as of this ____ day of _____ 2024 amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City or Owner), and Housing Authority of the City of Fresno, California, a body corporate and politic (Fresno Housing).

RECITALS

WHEREAS, the City and Fresno Housing entered into an Agreement, dated September 1, 2022 (Agreement), to provide repairs and prepare to serve as an interim low-barrier emergency homeless shelter; Valley Inn (Property) for the HomeKey program for a total fee of \$2,651,648.00; and

WHEREAS, the City and Fresno Housing have agreed to increase the budget for the repairs, maintenance and to serve as an interim low-barrier emergency homeless shelter to the Property by \$258,975.53 for a total fee of \$2,910,623.53; and

WHEREAS, the City and Fresno Housing desire to enter into this First Amendment to modify the Agreement; and

WHEREAS, with entry into this Amendment, Fresno Housing agrees that it has no claim, demands, or disputes against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The Agreement is amended to increase the budget by \$258,975.53.
2. The Fresno Housing's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be increased by \$258,975.53 for a total fee not to exceed \$2,910,623.53.
3. In the event of any conflict between the body of this Amendment and the Agreement, the terms, and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF FRESNO,
a body corporate and politic

By: _____
Georgeanne A. White
City Manager

By: Tyrone Roderick Williams
DA27FA20B5E14C4...

Name: Tyrone Roderick Williams

Title: Chief Executive Officer
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Angela M. Karst 1/22/2024
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Angela M. Karst Date
Senior Deputy City Attorney

By: _____

Name: _____

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date