

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

This THIRD 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 \_\_\_\_\_ day of \_\_\_\_\_ 2020, 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 entered into a First Amendment to the Agreement on June 14, 2019, in order to accurately identify pertinent portions of the SUBRECIPIENT's scope of work unintentionally left out of the Agreement; and

CITY and SUBRECIPIENT entered into a Second Amendment to the Agreement on September 13, 2019, in order to extend the Agreement's termination date through January 22, 2020.

CITY and SUBRECIPIENT now desire to modify the Agreement in order to extend the Agreement's termination date through May 31, 2020 and increase the compensation to SUBRECIPIENT by \$4,026, for total compensation of \$219,026.

**AMENDMENTS**

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

1. Section 1 of the Agreement (Term) is deleted and replaced as follows:

The term of this Agreement shall commence on July 26, 2018, and unless terminated earlier pursuant to the terms of this Agreement, shall continue until May 31, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. The first paragraph of Section 4 of the Agreement (Method of Payment) shall be deleted and replaced as follows:

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as **Exhibit B** and incorporated herein. SUBRECIPIENT's sole source of compensation

hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANEE under this Agreement shall not exceed TWO HUNDRED NINETEEN THOUSAND TWENTY-SIX DOLLARS (\$219,026). SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

3. Exhibit B shall be deleted and replaced with the attached **Exhibit B**.

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. 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.


**[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.

GRANTEE  
CITY OF FRESNO,  
A California municipal corporation

SUBRECIPIENT  
HABITAT FOR HUMANITY, a nonprofit corporation

By: \_\_\_\_\_  
Wilma Quan  
City Manager

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. Parvanian                      Date  
Senior Deputy City Attorney      5-4-20

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

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By: \_\_\_\_\_  
Deputy    Date

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