

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) effective as of December 31, 2022, 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 desire to extend the term of the agreement.

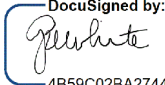
AGREEMENT

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:

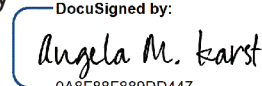
1. The term of the Agreement is extended to June 30, 2024, with the commencement of the period of performance remaining January 01, 2021.
2. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall 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 January 01, 2021, remains in full force and effect.

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

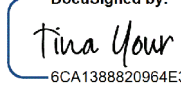
CITY OF FRESNO,
a California municipal corporation

DocuSigned by:

By: _____ 2/9/2023
4B59C02BA274430...
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
DocuSigned by:

By: _____ 2/7/2023
0A8F88F889DD447...
Angela M. Karst Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:

By: _____ 2/9/2023
6CA1388820964E3...
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
FAX:

HOUSING AUTHORITY CITY OF
FRESNO BODY CORPORATE AND
POLITIC

By: Tyrone Roderick Williams
Name: Tyrone Roderick Williams

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

By: _____
Name: _____

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

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