

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (CITY), and USONA DEVELOPMENT, LLC., a Limited Liability Corporation (CONSULTANT). CITY and CONSULTANT are collectively referred to as Parties.

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated June 1, 2015, for professional Grants Management Services for technical assistance for the federal HUD programming, including, but not limited to, the CDBG, HOME, ESG, HOPWA, NSP, and OHHLC grant programs, (Agreement); and

WHEREAS, the Agreement was amended on December 17, 2015 (Amendment); and

WHEREAS, CITY and CONSULTANT desire to modify the scope of services to include additional detailed reporting; and

WHEREAS, CITY and CONSULTANT desire to increase compensation for the additional services provided.

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. CONSULTANT shall provide additional services as described in **Exhibit A**, attached hereto and incorporated herein by reference.

2. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to the Amendment shall be a total fee not to exceed \$28,800.00.

3. The term of the Agreement is extended to June 30, 2017.

4. The City Manager shall have the authority to extend the time of performance for this Agreement.

5. 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.

6. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated June 2, 2015, and the Amendment dated December 17, 2015, remain 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

USONA DEVELOPMENT, LLC., a Limited Liability Company,

By: _____
Jennifer Clark
Director
Development Department

By: William Kubal
Name: WILLIAM KUBAL

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: William Kubal
Name: WILLIAM KUBAL

By: _____
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon M. Collet 1/19/17
Deputy City Attorney Date

REVIEWED BY:

Addresses:
CITY:
City of Fresno
Attention: Jennifer Clark,
Director
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8003
FAX: (559)498-1012

CONSULTANT:
Usona Development, LLC
Attention: William Kubal,
Principal
812 Madison Blvd.
Bolingbrook. IL 60490
Phone: (630) 267-3692
FAX: N/A

Attachment: Exhibit A – Scope of Work

Exhibit A

November 30th, 2016

City of Fresno
ATTN: Jennifer Clark
2600 Fresno Street, Room 3065
Fresno, CA 93721
SENT VIA EMAIL

RE: Proposal for Contract Amendment

Dear Ms. Clark,

Please review the included proposal to amend the existing consulting agreement, dated June 1, 2015, to extend the time of performance to June 30th, 2017 in order to assist the City with the closure of remaining HUD monitoring issues and preparation of the 2017 Annual Action Plan. To extend the current scope of work, it is recommended to add two hundred (240) labor hours and travel costs for six onsite visits. The estimated cost for this amendment is \$28,800.

William Kubal, Principal, would perform all labor related to the scope of work. Mr. Kubal is recognized by HUD as one of the premier experts in CDBG and HOME grants management, including IDIS, DRGR, and the HUD Consolidated Planning process. Mr. Kubal's hourly rate is \$95.00.

Our staff has over fifteen years of experience providing top quality technical assistance to HUD grantees. Included herein is contact information for three clients who received similar services. If additional references are necessary, please do not hesitate to contact me.

Please contact us if you have any questions.

Warmest Regards,

William Kubal
Principal
Usona Development, LLC

PROPOSED AMENDMENT

SCOPE OF WORK

Amend current scope of work to include the following:

- Technical Assistance for City staff, including day-to-day operational oversight of CDBG; preparing responses to HUD monitoring requests for information; and additional technical assistance topics requested by City staff.
- Technical Assistance for City staff to respond to current HUD monitoring issues, including the preparation of responses and adjustments to existing programs, policies, and procedures based on HUD recommendations.
- Coordinate required consultation with non-profits and outside agencies for 2017-2018 Annual Action Plan.
- Coordinate planning and outreach in regard to public participation outlined in the City's Citizen Participation Plan for 2017-2018 Annual Action Plan.
- Review and make recommendations on proposed projects, including eligibility for federal funding for 2017-2018 Annual Action Plan.
- Draft required narrative for the 2017-2018 Annual Action Plan.

BUDGET

Amend the current budget to include the following:

Task	Level of Effort	
	Principal	Associate
Action Plan Process	40	
Action Plan Draft	40	
Technical Assistance	160	
Subtotal	240	
Hourly Rate	\$95.00	
Total Labor		\$22,800.00
Estimated Travel Expenses		\$6,000.00
Total Estimated Price		\$28,800.00