

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

This SECOND 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 13th day of September, 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 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 now desire to modify the Agreement in order to extend the Agreement's termination date through January 22, 2020.

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:

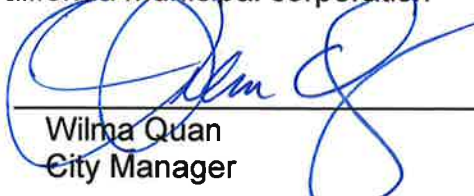
The term of this Agreement shall commence on July 26, 2018, and unless terminated earlier pursuant to the terms of this Agreement, shall continue until January 22, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. 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.

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
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:  Date 9.4.19
Tracy N. Parvanian
Senior Deputy City Attorney

By: _____

Name: _____

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

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By:  9/13/19
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