

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____, 2018, 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 March 5, 2018, for Community Development Block Grant (CDBG) administration and program supportive services, (Agreement); and

WHEREAS, CITY and CONSULTANT desire to extend the term of the Agreement; 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's sole compensation for satisfactory performance of all services required or rendered pursuant to the Amendment shall be a total fee not to exceed \$69,180.00.
2. The term of the Agreement is extended to December 31, 2018.
3. The City Manager shall have the authority to extend the time of performance for this Agreement.
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. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated March 5, 2018, 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

USONA DEVELOPMENT, LLC., a Limited Liability Company,

By: _____
Jennifer Clark
Director
Development Department

By: _____
Name: WILLIAM J. KUBAL
Title: PRESIDENT

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: Tracy N. Parvanian _____ Date
Tracy N. Parvanian
Senior Deputy City Attorney

By: _____
Name: WILLIAM J. KUBAL
Title: CFO

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

ATTEST:
YVONNE SPENCE, MMC
City Clerk

REVIEWED BY:

By: _____
Deputy

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