

Exhibit B:

Second Amendment Usona Development, LLC Agreement

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effective the 1st day of July, 2019, between the CITY OF FRESNO, a California municipal corporation (City), and USONA DEVELOPMENT, LLC, an Illinois Limited Liability Company (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on October 1, 2018, (Agreement) to provide professional consulting services for the Administration of the United States Department of Housing and Urban Development (HUD) Programs (Project) and the Agreement provides for up to four one-year extensions at the City's sole option; and

WHEREAS, the City and the Consultant extended the Agreement with a one-year extension through June 30, 2020 with a First Amendment to Agreement on July 1, 2019; and

WHEREAS, the City desires to appropriate an additional amount of \$304,510.00 towards the Agreement to obtain continued services from Consultant; and

WHEREAS, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. Paragraph 3 (a) regarding Compensation is hereby restated in its entirety as follows:

“(a) Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed [six hundred and nine thousand and twenty dollars and zero cents] \$609,020.00, paid on the basis of the rates set forth in the schedule of fees and expenses contained in Exhibit A.”
3. 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.

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Jennifer K. Clark
Director,
Development Department

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: R. Gonzalez 7/8/19
Rina Gonzales Date
Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Aldi Dodds
Senior Management Analyst
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8512
FAX: (559) 457-1547

Usona Development, LLC,
an Illinois limited liability company

By: _____

Name: WILLIAM KUBAL

Title: PRINCIPAL / CEO
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

By: _____

Name: KHADINE KUBAL

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

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issuance: _____

CONSULTANT:
Usona Development, LLC
Attention: Bill Kubal,
Principal
812 Madison Blvd
Bolingbrook, IL 60490
Phone: (630) 267-3692
FAX: NONE