

**FIRST AMENDMENT
TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME-ARP
SUBRECIPIENT AGREEMENT**

THIS FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM HOME-ARP SUBRECIPIENT AGREEMENT (the “First Amendment”) is made and entered into as of November 26, 2024, by and between the CITY OF ORANGE, a municipal corporation (“City”), and The HUB OC, a California nonprofit corporation (the “Subrecipient”), with reference to the following:

A. City and Subrecipient entered into an Agreement (Agreement No. 7568) dated as of May 8, 2023, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by revising the Scope of Services and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3 **Term.** The term of this agreement covers all eligible expenses under the HOME-ARP Allocation Plan adopted by the City and approved by HUD as of May 8, 2023.

Section 4 **Compensation.** The total not-to-exceed compensation for the services to be rendered as set forth in the Original Agreement is increased by FIVE HUNDRED THREE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS and 00/100 (\$503,371.00) and Agreement is hereby amended in its entirety to read as follows:

“WHEREAS, a total Subgrant of One Million Two Hundred Ninety-Three Thousand Thirty-Two Dollars and 00/100 (\$1,293,032.00) was approved by the City Council on March 14, 2023 through the adoption of the Second Amendment to the City’s 2021-2022 Annual Action Plan”

Section 5. **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between

the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

“SURECIPIENT”

“CITY”

The HUB OC, a California nonprofit corporation CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:** **If Contractor is a corporation, the City requires the following signature(s):**
-- **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**
-- **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

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the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this First Amendment, the parties enter into this First Amendment on the year and day first above written.

"SURECIPIENT"

The HUB OC, a California nonprofit corporation

*By: [Signature]
Printed Name: Holly Zimmerman
Title: CEO

*By: _____
Printed Name: _____
Title: _____

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

- *NOTE:**
- If Contractor is a corporation, the City requires the following signature(s):
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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