

**FOURTH AMENDMENT TO
THE SUBRECIPIENT AGREEMENT BETWEEN CITY OF MINOT (GRANTEE) AND
THE MINOT HOUSING AUTHORITY (SUBRECIPIENT)
FOR THE NATIONAL DISASTER RESILIENCE PROGRAM**

THIS THIRD AMENDMENT to the Subrecipient Agreement between the City of Minot (Grantee) and the Minot Housing Authority (the Subrecipient) for National Disaster Resilience Program funding to improve the Milton Young Tower is made and entered into effective as of 31 day of December, 2023 (the "Amendment Effective Date"), by and between the Grantee and Subrecipient (each a "Party" and collectively "the Parties").

WHEREAS, the City and Subrecipient entered into a Subrecipient Agreement (the "Agreement") to use National Disaster Resilience Program funding to improve the Milton Young Tower on January 24, 2019; and

WHEREAS, the Parties amended the Agreement on December 20, 2021 to designate the Grantee's primary contract manager as the NDR Program Manager and to clarify the Period of Performance; and

WHEREAS, the Parties amended the Agreement on September 5, 2023 to extend the period of performance; and

WHEREAS, the Parties desire to further amend the Agreement to allow completion of renovations to the first-floor restrooms of Milton Young Towers and replace of ceiling tiles on the 15th floor; and

WHEREAS, the Parties amend the Agreement on December 31, 2023 and extend the period of performance to March 1, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

Paragraph F on Page 4 of the Agreement is hereby deleted and replaced in its entirety with the following:

F. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on the contract date of January 24, 2019 and shall be completed by March 1, 2024 except for those activities required or closeout.

Paragraph G on Page 5 of the Agreement is hereby deleted and replaced in its entirety with the following:

F. Performance Goals and Timelines

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

| <u>Activity</u> | Performance Goal | Timeframe for Completion of Performance Goal |
|--|---|---|
| 1. Convert all lighting for MYT to LED. | To reduce the number kWh by 15%. | June 30, 2023 - completed |
| 2. Convert all plumbing hardware with reduced water flow. | To reduce the water consumption at MYT by 15%. | June 30, 2023 - completed |
| 3. Community Education | Increase the number of community education seminars for the residents of MYT by 25%. | June 30, 2023 - ongoing |
| 4. MYT - Resilience Improvements | To complete all construction activities on time and on budget. | March 1, 2024 |
| 5. Provide Health & Wellness Classes | To ensure 50% of the residents of MYT attend regularly scheduled Health & Wellness Classes. | June 30, 2023 - ongoing |
| 6. Provide nutritional opportunities for the residents of MYT. | Increase community awareness and donations to MYT food pantry by 20%. | June 30, 2023 - ongoing |

The Project Schedule located on Attachment C-1 of Exhibit C on Page 29 of the Agreement is hereby amended to extend the Month/Year to complete construction on the MYT building to March 1, 2024.

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement effective as of the Amendment Effective Date.

MINOT HOUSING AUTHORITY

Tom Alexander, RP

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss

On this 10 day of January, 2024 before me personally appeared Tom Alexander, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

JOELLE MURPHY
Notary Public
State of North Dakota
My Commission Expires Mar 9, 2027

Joelle Murphy
JOELLE MURPHY

Notary Public, Ward County,
North Dakota.

My Commission Expires: March 09, 27

CITY of MINOT

[Signature] (Mayor)

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss

On this 10th day of January, 2024 before me personally appeared Thomas Ross, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

MIKAYLA MCWILLIAMS
Notary Public
State of North Dakota
My Commission Expires March 17, 2026

Mikayla McWilliams

Notary Public, Ward County,
North Dakota.

My Commission Expires: March 17, 2026