

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

THIS FIRST 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 20 day of December, 2021 (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 desire to now amend the Agreement in the manner reflected herein to designate the Grantee's primary contract manager as The NDR Program Manager and to clarify the Period of Performance; and

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 A on Page 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

A. Contract Manager

The NDR Program Manager will serve as the City's primary contract manager for this project. The NDR Program Manager may assign others to provide project delivery support and related services in support of carrying out the purpose and scope of this agreement. All reports, notices, and other communications required under or related to this subrecipient agreement shall be directed to the individuals identified below. The NDR Program Manager will be the final approver of project draw requests, notices to terminate the contract as provided herein, and will approve all changes except those that increase the total contract amount which must be approved by the NDR Program Manager and the Minot City Council.

City of Minot Contract Manager:
NDR Program Manager, City of Minot
Address: P.O. Box 5006, Minot, ND 58703
Phone: 701-857-4709

Minot Housing Authority:
Project Contract Manager: Tom Alexander
Address: 108 Burdick Exp. East, Minot, ND 58701
Phone: 701-852-0485
Email: Tom.Alexander@minothousing.com

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

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 June 30, 2023

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 First Amendment to the Agreement effective as of the Amendment Effective Date.

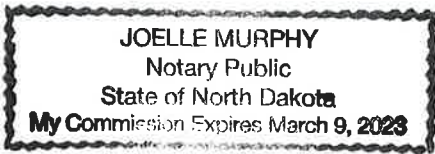
MINOT HOUSING AUTHORITY

Wm Alf

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss

On this 10th day of December, 2021 before me personally appeared _____, 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

JOELLE MURPHY
Notary Public, Ward County,
North Dakota.

My Commission Expires: March 09, 23

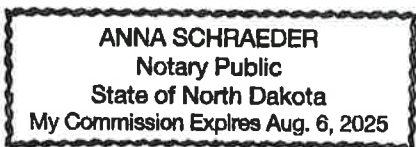
City of Minot

Jane Jona
Mayor

STATE OF NORTH DAKOTA)
COUNTY OF WARD) ss

On this 20 day of December, 2021 before me personally appeared _____, 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)



Anna Schraeder

Anna Schraeder
Notary Public, WARD County,
North Dakota.

My Commission Expires: August 6, 2025