

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS****AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

This Amendment No. 1 to Subrecipient Agreement ("Amendment No. 1") is dated August 19, 2025 and is between the City of Mendota, a California municipal corporation and general law city, with an office at 643 Quince Street, Mendota, CA 93640 ("Subrecipient"), and the County of Fresno ("County"), a political subdivision of the State of California.

**Recitals**

A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program.

B. The Final Rule for ARPA authorizes the County to expend SLFRF for certain eligible purposes, including responding to the public health emergency or its negative economic impacts from the COVID-19 pandemic, including necessary investment in water infrastructure that support impacted communities and improves the community's resiliency to the effects of drought.

C. On November 29, 2022, the County and Subrecipient entered into County agreement number 22-539 ("Agreement"), to assist the Subrecipient with funding the planning, engineering design, environmental review, administration, construction cost, and project management for the construction of a new 200,000 water storage tank and pump station on the Subrecipient-owned parkland along Smoot Avenue, which will be equipped with three booster pumps designed to correct a water system pressure deficiency in the southwest portion of the water distribution system during peak hour demand, and which will assist the Subrecipient to meet the fire flow requirement standard for firefighting, and provide water storage for the Subrecipient's drought resiliency (Program).

D. The Subrecipient represents that since the execution of the Agreement, the program has encountered cost distributions and unanticipated construction cost increases that necessitate a reallocation of funds within the Program's existing expenditure categories.

E. The Subrecipient represents that the program is currently ready for bid advertisement and that \$1.3 million of local funds have been budgeted to cover additional anticipated construction costs and construction-related contingencies.

1 F. The Subrecipient represents that the Program would benefit from a modification to the  
2 Expenditure Plan, which would reduce the Subrecipient's administrative burden to recover allowable  
3 costs for allocated line items even if they change during the construction process. A Revised  
4 Expenditure Plan, as shown on the Revised Table 1-1 of Revised Exhibit B, is necessary to correct  
5 program allocations and memorialize the approved budget to cover the impact of increased  
6 expenditures.

7 G. The County and the Subrecipient desire to amend the Agreement to revise the Program's  
8 Expenditure Plan and reallocate funds within the Program and allow the County's Administrative Officer  
9 or his/her designee to approve minor budgetary modifications to the Agreement as necessary and  
10 appropriate, and update the language in Section 1H, Timeline, in Section 17, Hold Harmless, and  
11 Section 21, Notices.

12 The parties, therefore, agree as follows:

13 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, November  
14 29, 2022.

15 2. All references to "Exhibit B" in the Agreement shall be amended to refer to "Revised Exhibit B."  
16 Revised Exhibit B is attached to this Amendment No. 1 and incorporated by this reference.

17 3. Subsection H of Section 1, located on page 6, line 20 through page 7, line 2, shall be deleted in  
18 its entirety, and replaced with the following:

19 "H. Timeline. Subrecipient shall ensure that the Program is diligently undertaken and completed, and  
20 all SLFRF granted under this Agreement are fully expended, no later than June 30, 2026. By August  
21 31, 2024, Subrecipient shall analyze, and shall report to County in writing, whether it can complete  
22 the Program or fully expend the SLFRF granted under this Agreement by June 30, 2026. If  
23 Subrecipient is not capable of completing the Program or fully expending the SLFRF granted under  
24 this Agreement on the Program by June 30, 2026, Subrecipient shall return any previously issued  
25 SLFRF, which have not been bindingly obligated to a permissible use, to County within fifteen  
26 calendar days."

27 4. Section 15, MODIFICATION, of the Agreement, located on page 18, line 28 through page 19,  
28 line 1, is deleted in its entirety, and replaced with the following:

1 “Any matters of this Agreement may be modified from time to time by the written consent of all  
2 the parties without, in any way, affecting the remainder. Changes to line items, as set forth in  
3 Revised Exhibit B, that, when added together during the term of the Agreement do not exceed  
4 ten percent (10%) of the total maximum compensation payable to Subrecipient, may be made  
5 with the written approval of Subrecipient and County’s Administrative Officer or designee. These  
6 modifications shall not result in any change to the maximum compensation amount payable to  
7 Subrecipient, as described in this Agreement.”

8 5. A portion of Section 17, HOLD HARMLESS, of the Agreement, located on page 19, lines 5  
9 through 13, is deleted and replaced with the following:

10 “The SUBRECIPIENT shall indemnify and hold harmless and defend the County (including its  
11 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,  
12 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to  
13 the County, the SUBRECIPIENT, or any third party that arise from or relate to the performance  
14 or failure to perform by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or  
15 employees) under this Agreement. The County may conduct or participate in its own defense  
16 without affecting the SUBRECIPIENT’s obligation to indemnify and hold harmless or defend the  
17 County.”

18 6. A portion of Section 21, NOTICES, of the Agreement, located on page 23, lines 16 through 19, is  
19 deleted and replaced with the following:

<u>“COUNTY</u>	<u>SUBRECIPIENT</u>
COUNTY OF FRESNO	City of Mendota
ARPA - SLFRF Coordinator	643 Quince Street
2281 Tulare Street, Room 304	Mendota, CA 93640
Fresno, CA 93721	Attn: Cristian Gonzalez, City Manager”

23  
24 7. The Subrecipient represents and warrants to the County that:

25 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under  
26 this Amendment No. 1.  
27  
28

1 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized  
2 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to  
3 the terms of this Amendment No. 1.

4 8. The parties agree that this Amendment No. 1 may be executed by electronic signature as  
5 provided in this section.

6 a. An “electronic signature” means any symbol or process intended by an individual signing this  
7 Amendment No. 1 to represent their signature, including but not limited to (1) a digital  
8 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
9 scanned and transmitted (for example by PDF document) version of an original handwritten  
10 signature.

11 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent  
12 to a valid original handwritten signature of the person signing this Amendment No. 1 for all  
13 purposes, including but not limited to evidentiary proof in any administrative or judicial  
14 proceeding, and (2) has the same force and effect as the valid original handwritten signature  
15 of that person.

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title  
18 2.5, beginning with section 1633.1).

19 d. Each party using a digital signature represents that it has undertaken and satisfied the  
20 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),  
21 and agrees that each other party may rely upon that representation.

22 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under  
23 it by electronic means and either party may sign this Amendment No. 1 with an original  
24 handwritten signature.

25 9. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of  
26 which together constitute this Amendment No. 1.

27 10. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of  
28 the Agreement and not amended by this Amendment No. 1 remain in full force and effect. When both


parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together  
constitute the Agreement.


[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

2 Subrecipient

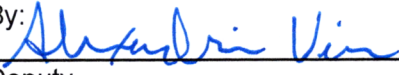
County of Fresno

3  
4   
5 Cristian Gonzalez,  
6 City Manager  
City of Mendota

  
Ernest "Buddy" Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

7  
8 Mailing Address:  
9 643 Quince Street  
Mendota, CA 93640

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10 By:   
11 Deputy

12 For accounting use only:  
13 Org: 1033  
Fund: 0026  
14 Subclass: 91021  
Account: 7845

**Revised Exhibit B**

**Expenditure Plan**

SUBRECIPIENT shall request the COUNTY to transfer SLFRF to fund the Program's soft costs that consist of planning, design, construction management, and administration costs for an amount not to exceed two hundred fifty-five thousand dollars (\$255,000) to cover eligible expenditures shown on Table 1-1 of this Revised Exhibit B. The SUBRECIPIENT is responsible for approving Program expenditures, monitoring, and reporting quarterly expenditure reports directly to the TREASURY. In accordance with Section 3(B) of the Agreement, SUBRECIPIENT shall submit copies of its Program's quarterly expenditure reports, project progress reports, and supporting documentation to the COUNTY. The SUBRECIPIENT plans to construct the water storage tank and pump station on SUBRECIPIENT-owned parkland located along Smoot Avenue and east of Amador Avenue in the Mendota city limits. The SUBRECIPIENT shall then make a second written request to the COUNTY to transfer SLFRF in advance for the construction phase of the Program's budget in accordance with this Agreement. The SUBRECIPIENT's transfer requests to COUNTY shall include supporting information for the implementation of the Program as represented in Table 1-1, below.

**Revised Exhibit B (continued)**

Revised Table 1-1

Table 1-1 Expenditure Plan				
Original			Amended Budget	
Expenditures Line Items	Budget	Increases	Decreases	Final Budget
Construction Costs	\$ 2,000,000.00	\$ 210,000.00		\$ 2,210,000.00
Contingencies	\$ 210,000.00		\$ (210,000.00)	\$ -
Allowances (Soft Costs)				
Planning	\$ 35,000.00		\$ (2,000.00)	\$ 33,000.00
Design	\$ 120,000.00	\$ 45,000.00		\$ 165,000.00
Construction Management	\$ 95,000.00		\$ (43,000.00)	\$ 52,000.00
Administration	\$ 5,000.00			\$ 5,000.00
Totals	\$ 2,465,000.00	\$ 255,000.00	\$ (255,000.00)	\$ 2,465,000.00
*Numbers in this table do not increase the maximum funding provided in the Agreement.				