

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated  
March 19, 2024 and is between City of Firebaugh, a California municipal corporation and general  
law city with an office at 1133 “P” Street, Firebaugh, CA 93622 (“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 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 investment in water infrastructure that supports impacted communities.

C. On February 28, 2023, the County and the Subrecipient entered into County agreement number  
 23-075 (“Agreement”), to help the Subrecipient fund the project administration, bid support, construction  
 cost, supportive services, construction inspections, and easement applications for the replacement of an  
 aging water storage tank that provides potable water storage and supply for the community of Las  
 Deltas (Program).

D. The Subrecipient represents that since execution of Agreement 23-075, there has been an  
 increase in unexpected construction expenses due to the project’s location being identified in the 100-  
 year floodplain. The Subrecipient represents that the replacement of the water storage tank must meet  
 the Flood Zoning regulations issued by the Federal Emergency Management Agency (FEMA) which  
 requires that areas identified in the Flood Zoning be raised above the 100-year floodplain. The  
 Subrecipient represents that construction costs to raise the project site above the floodplain, at an  
 elevation equal or greater than 151-feet above sea level, will exceed construction funding availability  
 provided in the existing Agreement.

1 E. The Subrecipient represents that an expenditure plan revision will help address the anticipated  
2 deficit in Construction by reallocating available funds due to cost savings under Easement Acquisition  
3 (\$10,000) and Construction Inspection Services (\$27,796) to be used for Construction costs.

4 F. The Subrecipient represents that it will explore other funding opportunities, including local and  
5 state resources, to help fund the completion of the Program.

6 G. The County and the Subrecipient desire to amend the Agreement to revise the Program's  
7 Expenditure Plan and allow the County's Administrative Officer or his/her designee to approve minor  
8 budgetary modifications as needed and appropriate.

9 The parties, therefore, agree as follows:

10 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, February 28,  
11 2023.

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

14 3. A portion of Section 13, Grant Funding/Compensation, of the Agreement located on page 17 line  
15 21 through 25, is deleted, and replaced with the following:

16 "SUBRECIPIENT shall submit copies of its quarterly expenditure reports, project progress  
17 reports, and supporting documentation to the County of Fresno, County Administrative Office  
18 located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address  
19 [fresnocoao@fresnocountyca.gov](mailto:fresnocoao@fresnocountyca.gov). Payment by County shall be in arrears for services provided  
20 during the preceding period of time, within forty-five (45) days from date of receipt, verification,  
21 and approval of Subrecipient's invoice and supporting documentation by County. Requests for  
22 transfer of funds for anticipated eligible expenditures shall also be accompanied by a written  
23 certification from the Subrecipient consistent with the amount of work scheduled to be performed  
24 or materials to be purchased with the amount of funding being requested from the County, and  
25 that the payment request is in accordance with the Program, Table 1-1 of Revised Exhibit B of  
26 this Agreement. After appropriate review and inspection of the payment request for transfer of  
27 funding, the COUNTY shall make the payment available to Subrecipient, less any amounts  
28 outstanding for which prior advanced funds have not been fully expended or accounted with

1 supporting documentation. If Subrecipient fails to comply with any provision of this Agreement,  
2 County shall be relieved of its obligations for further compensation.”

3 4. Section 15, Modification, of the Agreement, located on page 19, lines 3 through 4, is deleted in  
4 its entirety, and replaced with the following:

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

12 5. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No.  
13 1 together constitute the Agreement.

14 6. The Subrecipient represents and warrants to the County that:

- 15 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under  
16 this Amendment No. 1.
- 17 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized  
18 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to  
19 the terms of this Amendment No. 1.

20 7. The parties agree that this Amendment No. 1 may be executed by electronic signature as  
21 provided in this section.

- 22 a. An “electronic signature” means any symbol or process intended by an individual signing this  
23 Amendment No. 1 to represent their signature, including but not limited to (1) a digital  
24 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
25 scanned and transmitted (for example by PDF document) version of an original handwritten  
26 signature.
- 27 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent  
28 to a valid original handwritten signature of the person signing this Amendment No. 1 for all

1 purposes, including but not limited to evidentiary proof in any administrative or judicial  
2 proceeding, and (2) has the same force and effect as the valid original handwritten signature  
3 of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title  
6 2.5, beginning with section 1633.1).

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

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

13 8. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of  
14 which together constitute this Amendment No. 1.

15 9. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of  
16 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.


17 [SIGNATURE PAGE FOLLOWS]  
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

County of Fresno

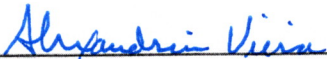


Ben Gallegos, City Manager of the  
City of Firebaugh

Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

Mailing Address:  
1133 "P" Street  
Firebaugh, CA 93622

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

By:   
Deputy

For accounting use only:

Fund: 0026  
Subclass: 91021  
Org: 1033  
Account: 7845

1 **Revised Exhibit B**

2 Subrecipient Expenditure Plan

3 The total SLFRF amount provided under this Agreement shall not to exceed two million, eight-  
4 hundred thirty-two thousand, one hundred dollars (\$2,832,100) to fund the Program's project  
5 administration, bid support, construction cost, supportive services, construction inspections, and  
6 easement applications for the replacement of the Tank.

7 Following the Effective Date of this Agreement, the Subrecipient shall request the County to  
8 transfer SLFRF to fund the Program's anticipated costs for grant administration and project support,  
9 easement acquisition, and bidding support services for an amount not to exceed fifty-two thousand dollars  
10 (\$52,000) to cover eligible expenditures shown on Table 1-1 of Revised Exhibit B. The Subrecipient shall  
11 then make a second written request to the County to transfer a second payment in advance for the  
12 construction phase of the Program's budget (\$2,780,100) in accordance with this Agreement to cover  
13 construction expenditures shown on Table 1-1 of Revised Exhibit B. The Subrecipient is responsible for  
14 approving Program expenditures, monitoring, and reporting quarterly expenditure reports directly to the  
15 Treasury. In accordance with Section 3(B) of the Agreement, Subrecipient shall submit copies of its  
16 Program's quarterly expenditure reports, project progress reports, and supporting documentation to the  
17 County. The Subrecipient's transfer requests to County shall include supporting information for the  
18 implementation of the Program.

1 **Revised Exhibit B (continued)**

2 Table 1-1, Revised Expenditure Plan

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<b>City of Firebaugh - Las Deltas Water Storage Tank Replacement, ARPA Budget</b>		
<b>Line Item No.</b>	<b>Line Item Description</b>	<b>Line Item Budget</b>
1	Grant Administration and Project Support	\$ 32,530
2	Easement Acquisition	\$ -
3	Bidding Support Services	\$ 9,000
4	Construction	\$ 2,362,366
5	Construction Support Services	\$ 67,000
6	Construction Inspection Services	\$ 361,204
<b>Total</b>		<b>\$ 2,832,100</b>

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1 **Exhibit B (continued)**

2 **Transfer Request Form**

3 Date:

4 County of Fresno  
5 ARPA - SLFRF Coordinator  
6 2281 Tulare Street, Room 304  
7 Fresno, CA 93721

7 **Subject: Transfer Request for Payment:**

8 **Program**

**Subrecipient Name**

9 In accordance with the executed Agreement for the above-referenced Program, the  
10 [ Subrecipient Name] is requesting payment of \$ \_\_\_\_\_ in support of the Program.

11 The [ Subrecipient Name] certifies that this request for payment is consistent with the amount of  
12 work that has been completed to date, detailing items purchased, and expenses incurred **or**  
13 anticipated to be incurred in support of the Program in accordance with the expenditure plan  
14 (Revised Exhibit B, Table 1-1) documented in the executed Agreement, and as evidenced by  
15 the enclosed invoices and supporting documents.

16 **Payee**

**Agreement #**

**Amount**

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21 Sincerely,

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23 [City Representative]

24 [Subrecipient Name]

25 Enclosure(s)  
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