

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 18th day of August, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and Selma Community Outreach Ministries, a California Non-Profit Organization, whose address is 1701 Whitson St., Selma CA, 93662, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 20-198, effective May 8, 2020, for Homeless Shelter Services in eastern Fresno County in response to the COVID-19 pandemic, for COUNTY's Department of Social Services (DSS); and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement 20-198, Page Three (3), Section Four (4), beginning with Line Six (6), with the word "In" and ending on Page Three (3), Line Nine (9) with the word "period" be deleted and the following inserted in its place:

"In no event shall the cumulative total of this Agreement exceed Seven Hundred Eighty One Thousand Four Hundred and No/100 Dollars (\$781,400). In no event shall actual services performed under this Agreement be in excess of Ninety Seven Thousand Six Hundred Seventy-Five and No/100 Dollars (\$97,675) for each 30-day period."

2. That the existing County Agreement 20-198, Page Fifteen (15), Section Twenty-Eight (28), beginning with Line Twenty-One (21), with the word COUNTY" and ending on Page Fifteen (15), Line Twenty-Four (24) with the word "Grants" be deleted and the following inserted in its place:

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1 "SUBRECIPIENT shall, and shall cause its consultants, subrecipients, contractors, and
2 subcontractors to, comply with all applicable State and Federal laws and regulations governing this
3 Agreement.

4 A. Whenever the SUBRECIPIENT uses the services of a contractor, the SUBRECIPIENT
5 shall require that the contractor comply with all Federal, State and local laws, ordinances, regulations and
6 Fresno County Charter provisions applicable in the performance of their work.

7 B. This Agreement is subject to the requirements of Section 3 of the Housing and Urban
8 Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the SUBRECIPIENT shall
9 require the prime contractor to complete and submit documentation prior to award of the construction
10 contract and upon Project completion that compliance with the Section 3 clause has been met.

11 C. Non-Discrimination: The SUBRECIPIENT agrees to comply with the non-discrimination
12 in employment and contracting opportunities laws, regulations, and executive orders referenced in 24
13 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in
14 Section 109 of the Housing and Community Development Act of 1974 are still applicable.

15 D. Because the SUBRECIPIENT is receiving at least \$100,000 for this Project from the
16 COUNTY's CDBG Program under this Agreement, the SUBRECIPIENT shall complete and submit to the
17 County Community Development Division a "Certification of Payments to Influence Federal Transactions"
18 form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the
19 SUBRECIPIENT awards a contract using at least \$100,000 of such CDBG funds, the SUBRECIPIENT
20 shall require the consultant and/or contractor and all their sub-consultants and/or subcontractors to
21 complete and submit these two (2) forms described hereinabove to both the SUBRECIPIENT and the
22 COUNTY.

23 E. Records Retention: The SUBRECIPIENT shall retain all financial records, supporting
24 documents, statistical records and all other records pertinent to this Agreement for a period of four (4)
25 years from the date of the submission of the COUNTY's consolidated annual performance and evaluation
26 report to HUD in which the activities assisted under this Agreement are reported on for the final time. If

1 there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and
2 that have started before the expiration of the four-year record retention period, such records must be
3 retained until completion of the actions and resolution of all issues, or the expiration of the four-year period,
4 whichever occurs later (24 CFR 570.502, 570.503(b)(2), 570.506).

5 F. Uniform Administrative Requirements: The SUBRECIPIENT shall comply with
6 applicable Uniform Administrative Requirements, as described in 24 CFR 570.502.

7 G. Other Program Requirements: The SUBRECIPIENT shall comply with CDBG program
8 requirements described in 24 CFR 570.600 – 615 not otherwise mentioned in this Agreement, except that
9 the District does not assume the COUNTY’s responsibilities described at 24 CFR 570.604 or 24 CFR 52.

10 H. Faith-Based Organizations: The SUBRECIPIENT agrees that funds provided under this
11 Agreement will not be utilized for inherently religious activities such as worship, religious instructions or
12 proselytization, and that the SUBRECIPIENT will comply with all requirements of 24 CFR 570.200(j) and
13 5.109.”

14 3. That all references in existing COUNTY Agreement No. 20-198 to Exhibit B shall be
15 changed to read "Revised Exhibit B-1," which is attached hereto and incorporated herein by this reference.

16 COUNTY and SUBRECIPIENT agree that this Amendment I is sufficient to amend Agreement No.
17 20-198 and that as of May 8, 2020 the original Agreement and this Amendment I, shall together be
18 considered the Agreement.

19 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
20 conditions and promises contained in this Agreement not amended herein shall remain in full force and
21 effect. This Amendment I is effective retroactive to May 8, 2020.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as of the day
2 and year first hereinabove written.

3 **CONTRACTOR:**
4 **SELMA COMMUNITY OUTREACH MINISTRIES**

COUNTY OF FRESNO

5 By: [Signature]

By: [Signature]

6 Print Name: Delfina Vazquez

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

7 Title: CEO, Selma C.O.M.

ATTEST:

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

9 By: _____

By: [Signature]
Deputy

10 Print Name: _____

11 Title: _____

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14 Mailing Address:
15 1701 Whitson St.,
16 Selma CA, 93662
17 Phone No: 559-836-8165
18 Contact: Delfina Vazquez

19 **FOR ACCOUNTING USE ONLY:**

20 Account No.: 7870
21 ORG No.: 56107001
22 Fund/Subclass: 0001/10000

23 DEN:rm
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BUDGET SUMMARY

ORGANIZATION: Selma Community Outreach Ministries
 SERVICES: Homeless Services
 CONTRACT TERM: May 8, 2020 through July 6, 2020
 July 7, 2020 through August 5, 2020 (optional)
 August 6, 2020 through September 4, 2020 (optional)
 September 5, 2020 through October 4, 2020 (optional)
 October 5, 2020 through November 3, 2020 (optional)
 November 4, 2020 through December 3, 2020 (optional)
 December 4, through January 3, 2021 (optional)

CONTRACT TOTAL: \$781,400
 MONTHLY BUDGET: \$97,675

30-Day Budget

| Guest Services | Amount |
|--|-----------------|
| Personnel | |
| Salaries | |
| Payroll Taxes | |
| Benefits | |
| Subtotal | \$8,198 |
| Operations | |
| Food – \$14 per person, per day, up to 75 people | |
| Supplies | |
| Fuel/Mileage | |
| Auto Insurance | |
| Workers Comp | |
| Subtotal | \$32,369 |
| Administration | |
| Administrative Costs for Personnel & Operations (5%) | |
| Subtotal | \$2,028 |
| Total for Guest Services | \$42,595 |
| Motel Rental/Lease | |
| Super 8 - \$60 per room, per night, up to 30 rooms per month | |
| Subtotal | \$54,000 |
| Administration | |
| Administrative Costs related to Super 8 (2%) | |
| Subtotal | \$1,080 |
| Total for Motel Rental/Lease | \$55,080 |
| Grand Total | \$97,675 |