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AMENDMENT II TO AGREEMENT

THIS AMENDMENT II TO AGREEMENT, ("Amendment II"), is made this 4th day of August, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the CITY OF KERMAN, ("City").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant (CDBG) Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, on September 25, 2018, the County and the City entered into Agreement 18-561, ("Agreement"), whereby \$419,292 in CDBG funds were made available to the City for the Kerman Stanislaus Avenue Park Development, Project No. 17371 ("Project"); and

WHEREAS, on October 8, 2019, the County and the City entered into Amendment I to the Agreement ("Amendment I"), whereby an additional \$146,752 in CDBG funds were made available to the City for the Project due to increased construction costs; and

WHEREAS, the City informed the County that the total estimated cost of the Project has again increased from \$592,404 to \$1,219,683 due to increased construction costs; and

WHEREAS, the City has committed local funds to the Project in the amount of \$521,676, and is in need of an additional \$131,963 in CDBG funding to complete the Project; and

WHEREAS, the City now has an additional \$131,963 from its allocation of CDBG funds that may be made available to the Project to accommodate the increased construction costs under the Agreement; and

WHEREAS, the City has requested these additional CDBG funds in the amount of \$131,963 be made available to the Project for the purposes of this Agreement.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and the County agree to amend the Agreement as follows:

- 1. Page 1, Lines 15-20, as amended by Amendment I, is further amended to read:  
"WHEREAS, the City has estimated that total cost of the Project is \$1,219,683, and the

1 City has committed local funds to the Project in the amount of \$521,676, and is in need of \$698,007  
2 in CDBG funding to complete the Project; and

3 WHEREAS, the County can provide \$698,007 in CDBG funds needed for the Project from  
4 the City's 2017-2018 CDBG allocation (\$267,469), from the City's 2018-2019 CDBG allocation  
5 (\$105,827), from the City's 2019-2020 CDBG allocation (\$137,989), from the City's 2020-2021  
6 CDBG allocation (\$127,099), and from the City's remaining balance of CDBG funds (\$59,623);  
7 and"

8 2. The proposed Project budget on Page 2, Lines 21 through 23, as amended by  
9 Amendment I, is further amended to read:

10	"Construction	\$ 917,439
11	Design & Construction Engineering	210,500
	Contingency, Permits & Misc.	<u>91,744</u>
12	Total	\$1,219,683"

13 3. The proposed funding summary for the Project on Page 3, Lines 3 and 4, as  
14 amended by Amendment I, is further amended to read:

15	"CDBG	\$ 698,007
16	Local Financial Contribution	<u>521,676</u>
	Total	\$1,219,683"

17 4. That the dollar figure set forth on Page 2, Line 26, Page 3, Line 18, and Page 4,  
18 Line 22, as amended by Amendment I, is further amended in each such place to read "\$698,007".

19 County and City agree that this Amendment II is sufficient to further amend the  
20 Agreement, and that upon execution of this Amendment II, the Agreement, Amendment I, and this  
21 Amendment II together shall be considered the Agreement.

22 The Agreement, as hereby amended, is ratified and continued. All remaining provisions,  
23 terms, covenants, conditions, and promises contained in the Agreement shall remain in full force  
24 and effect.

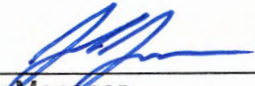
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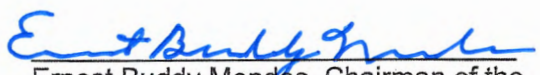
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IN WITNESS WHEREOF, the parties have executed this Amendment II as of the day and year first hereinabove written.

CITY OF KERMAN

COUNTY OF FRESNO

By:   
City Manager

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

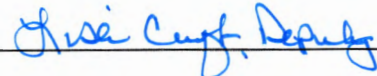
Date: 6-12-2020

Date: 8/4/2020


ATTEST:

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

  
City Clerk, City of Kerman

By: 

APPROVED AS TO LEGAL FORM:

  
City Attorney

REMIT TO:  
City of Kerman  
Attn: John Jansons, City Manager  
850 South Madera Avenue  
Kerman, CA 93630  
Telephone: (559) 846-9387

FUND NO: 0001  
SUBCLASS NO: 10000  
ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N17371  
ACTIVITY CODE: 7219