

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT, ("Amendment I"), is made this 8th day of July, 2025 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF SELMA ("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 10, 2024, the County and the City entered into Agreement 24-496 ("Agreement"), whereby \$232,796 in CDBG funds were made available to the City for the Selma Sidewalk Connectivity, Phase III, Project No. 24651 ("Project"); and

WHEREAS, the City informed the County that the total estimated cost of the Project has increased from \$232,796 to \$301,257 due to increased construction costs; and

WHEREAS, the City is in need of \$68,461 in CDBG funding to complete the Project; and

WHEREAS, there is \$68,461 in CDBG funds that can be made available to the City for the Project this fiscal year.

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

1. Page 1, Lines 14-18 is amended to read:

"WHEREAS, the City has estimated that the total cost of the Project is \$301,257, and the City has requested the sum of \$301,257 from the County's allocation of CDBG funds; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on June 18, 2024, approved as part of the County's 2024-2025 Annual Action Plan, the usage of \$232,796 in CDBG funds for the Project, as requested by the City; and

WHEREAS, there is an additional \$68,461 in CDBG funds that can be made available to the City for the Project in Fiscal Year 2025-26; and"; and

2. The proposed Project budget on Page 2, Lines 20 through 22, is amended to read:

"Construction	\$230,461
Design & Construction Engineering	49,500
Contingency, Permits & Misc.	<u>21,296</u>
Total	\$301,257"

3. The proposed funding summary for the Project on Page 3, Lines 1-2, is amended to read:

"CDBG	\$301,257
Local Financial Contribution	<u>0</u>
Total	\$301,257"

4. That the dollar figure set forth on Page 2, Line 25; Page 3, Line 15; and Page 5, Line 1, is amended in each such place to read "\$301,257."

5. Electronic Signatures. The parties agree that this Amendment I may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Amendment I to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Amendment I (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

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

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

(E) This Amendment I is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment I with an original handwritten signature.

6. Counterparts. This Amendment I may be signed in counterparts, each of which is

1 an original, and all of which together constitute this Amendment I.

2 County and City agree that this Amendment I is sufficient to amend the Agreement, and
3 that upon execution of this Amendment I, the Agreement and this Amendment I together shall be
4 considered the Agreement.

5 The Agreement, as hereby amended, is ratified and continued. All remaining provisions,
6 terms, covenants, conditions, and promises contained in the Agreement and not amended by this
7 Amendment I shall remain in full force and effect.

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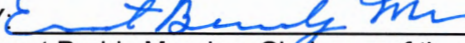
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1 IN WITNESS WHEREOF, the parties have executed this Amendment I as of the day and year
2 first hereinabove written.

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4 CITY OF SELMA

COUNTY OF FRESNO


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6 BY: 
7 John Kunkel, Interim City Manager

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

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9 Date: 6/4/2025

Date: 7-8-2025

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

14 BY: 
15 Deputy

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20 FUND NO: 0001
SUBCLASS NO: 10000
21 ORG NO: 7205
ACCOUNT NO: 7885
22 PROJECT NO: N24651
ACTIVITY CODE: 7219

REMIT TO:

City of Selma
Attn: Jerome Keene, Interim City Manager
1710 Tucker Street
Selma, CA 93662
Telephone: (559) 891-2200

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May 15, 2025