

FIRST AMENDMENT TO FY 2024-2025

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE CITY OF ORANGE PUBLIC WORKS DEPARTMENT

This FIRST AMENDMENT TO FY 2	2024-2025 COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM MEMORANDUM	M OF UNDERSTANDING BETWEEN THE
CITY OF ORANGE AND THE CITY OF ORAN	GE PUBLIC WORKS DEPARTMENT ("First
Amendment") is entered into as of	, 2025, by and between the CITY OF
ORANGE, a municipal corporation ("CITY") and	the CITY's PUBLIC WORKS DEPARTMENT
("DEPARTMENT") with reference to the following	ng:

- A. CITY and DEPARTMENT entered into a FY 2024-2025 Community Development Block Grant Program Memorandum of Understanding between the City of Orange and the City of Orange Public Works Department (Agreement No. 6648.G), dated July 1, 2024 (the "MOU"); and
 - B. CITY and DEPARTMENT desire to amend the MOU to reflect increased budget.

NOW, THEREFORE, the parties hereby agree as follows:

- <u>Section 1.</u> <u>Defined Terms.</u> Except as otherwise defined herein, all quoted or capitalized terms used herein shall have the meanings set forth for such terms in the MOU.
- Section 2. Cross-References. CITY and DEPARTMENT hereby agree that (a) all references in the MOU or this First Amendment are deemed and construed to refer to the MOU as amended by this First Amendment, and (b) all references in this First Amendment to any section or provision in the MOU are deemed and construed to refer to such section or provision of the MOU, as amended by this First Amendment.
- Section 3. Revised Compensation. Section 2 of the MOU, "Compensation." Is hereby amended to reflect an increase in the compensation for the service to be rendered pursuant to the MOU in the amount of TEN THOUSAND DOLLARS and 00/100 (\$10,000.00). Section 2 of the MOU is hereby amended to reflect a total amount of CDBG funds to be disbursed to the Department not to exceed ONE HUNDRED TEN THOUSAND DOLLARS and 00/100 (\$110,000.00) without prior authorization from the City.
- Section 4. Integration. This First Amendment amends, as set forth herein, the MOU and, except as specifically amended hereby, the MOU shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the MOU, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS WHEREOF, the parties enter into this First Amendment on the year and day first above written.

	"CITY"
	CITY OF ORANGE, a municipal corporation
	By: Thomas C. Kisela City Manager
	ATTEST:
	Pamela Coleman, City Clerk
	APPROVED AS TO FORM:
	Nathalie Adourian Senior Assistant City Attorney
The terms and conditions of the MOU are understood and accepted:	
	"DEPARTMENT"
	PUBLIC WORKS DEPARTMENT , a department of the City of Orange
	By: Christopher Cash Director