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AGREEMENT

THIS AGREEMENT ("Agreement") is made this 20th day of June, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the TRANQUILLITY PUBLIC UTILITY DISTRICT ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the program for 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, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Tranquillity Wastewater Treatment Plant Headworks, Project No. 21711 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$241,500, and the District has requested the sum of \$241,500 from the County's allocation of CDBG funds; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on May 11, 2021, approved as part of approving the County's 2021-2022 Annual Action Plan, the Project on the back-up list should funding become available; and

WHEREAS, there are now sufficient CDBG funds available to fund the next project on the back-up list, which is this Project; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2021-2022 Annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The District will install a package headworks at the existing Tranquillity Wastewater Treatment Plant (WWTP), which is owned by the District. The package headworks

1 includes screens to remove inorganic material, wipes, and other materials that do not decompose,  
2 or decompose very slowly, and prevent their discharge into the existing treatment ponds. The  
3 Project will not change plant treatment capacity. The WWTP is located on the east side of Levee  
4 Road, between James Road and Morton Avenue alignment in the unincorporated community of  
5 Tranquillity.

6 B. The Project site is owned by the District.

7 C. The work to be funded with CDBG funds is as follows:

8 1. Obtain all necessary permits.

9 2. Perform all necessary design engineering including, but not limited  
10 to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents and  
11 a cost or price analysis, review of bids, and recommendation for award.

12 3. Prepare and advertise Project bid notices and award construction  
13 contracts including, but not limited to, the printing of bid documents, publishing of notices, and  
14 preparation of bid summary.

15 4. Perform all construction engineering including, but not limited to,  
16 shop drawing review and approval, contract change order preparation, surveying, staking,  
17 inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and  
18 contract administration.

19 5. Provide related eligible improvements.

20 D. The Project budget is estimated by the District as follows:

21	Construction	\$185,500
22	Design & Construction Engineering	47,500
	Contingency, Permits & Misc.	<u>8,500</u>
23	Total	\$241,500

24 E. Notwithstanding District's estimates described in the above-described  
25 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual  
26 costs, and in any event shall not exceed the total amount of \$241,500. In the event CDBG funds  
27 are not sufficient, the District shall in any event complete the Project using its own funds.

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1 F. The proposed funding for the Project shall be provided from the following  
2 sources:

3 CDBG \$241,500  
4 In the even CDBG funds are not sufficient, the District shall  
5 in any even complete the Project using its own funds.

6 G. Prior to any proposed changes that may occur which would modify the  
7 scope of the Project, the District shall submit a written request to the County. The District shall  
8 send its written request to:

9 Community Development Grants  
10 County of Fresno  
11 Department of Public Works and Planning  
12 Community Development Division  
13 2220 Tulare Street, 6<sup>th</sup> Floor  
14 Fresno, CA 93721

15 If the Director of the County Department of Public Works and Planning (“Director”) determines the  
16 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to  
17 permit such modifications. The Director shall specify in a letter to the District whether such  
18 modifications to the scope of the Project are authorized, and if the District may proceed.

19 II. OBLIGATIONS OF THE COUNTY

20 A. The County shall reimburse the District up to, but not more than, \$241,500  
21 in CDBG funds for the Project for the District’s performance of its obligations under this Agreement.  
22 All funds shall be paid in accordance with Section V of this Agreement.

23 B. The County shall review, within thirty (30) calendar days of receipt from the  
24 District, the engineer selection process description and summary of the analysis as prepared by  
25 the District to verify that a competitive process was conducted in accordance with U.S. Department  
26 of Housing and Urban Development (HUD) procurement standards. If such conditions have been  
27 met, the County shall specify in a letter to the District that these conditions have been met, and  
28 that the engineering contract can be awarded.

C. The County shall review, within forty-five (45) calendar days of receipt from  
the District, the design plans and specifications for the Project, as prepared by the District, for  
compliance with Federal regulations, conformance with applicable code requirements sufficient to  
allow for construction-related permit issuance, and the total Project cost estimate, to determine

1 whether sufficient funds are available to complete the Project. If such conditions have been met,  
2 the County shall specify in a letter to the District that these conditions have been met and that the  
3 Project can be advertised. If such conditions have not been met, the Project will not move forward  
4 unless the District receives an approval letter from the County.

5 D. The County shall also review, within twenty-one (21) calendar days of  
6 receipt from the District, the name of the low bidder, and cost or price analysis of the low bid  
7 proposal prepared by the District to determine whether the contractor will be reasonably  
8 compensated in accordance with Federal requirements, and to verify that the contractor is bonded,  
9 and has not been disbarred or suspended from participating in Federal projects. If such conditions  
10 have been met, the County shall specify in a letter to the District that these conditions have been  
11 met, and that the contract can be awarded. If such conditions have not been met, the Project will  
12 not move forward unless the District receives an approval letter from the County.

13 E. The County shall attend the pre-construction meeting between the District  
14 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,  
15 and to inform the District and contractor that the County will conduct field reviews to determine  
16 whether labor compliance and other conditions of the construction contract are being met.

17 F. The County shall conduct periodic inspections of the Project, as may be  
18 required, in the determination of the County, that the intended use and group of beneficiaries of  
19 the Project, as identified by the District in the application, have not changed. Upon completion of  
20 the Project, but prior to the District's acceptance of the Project, the County shall conduct a final  
21 inspection of the Project. If such conditions have been met, the County shall specify in a letter to  
22 the District that these conditions have been met. If such conditions have not been met, the Project  
23 will not move forward unless the District receives an approval letter from the County.

24 G. Notwithstanding anything to the contrary in this Section II or Section III of  
25 this Agreement, the County's determinations and actions under this Section II and Section III of  
26 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated  
27 herein, and do not relieve the District of its obligations, or lessen the District's obligations, under  
28 this Agreement.

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III. OBLIGATIONS OF THE DISTRICT

A. The District shall provide any and all sums of money in excess of \$241,500 which may be necessary to complete the Project. For the purposes of awarding the construction of the Project within the Agreement amount, the bid documents shall include any proposed additive or deduct alternatives.

B. The District shall demonstrate in writing, and to the County’s satisfaction, that it has the authority, operational ability, and financial resources for maintaining the improvements constructed with CDBG funds under this Agreement prior to award of construction of the Project.

C. The District shall perform, or cause to be performed, all engineering work required for the Project.

D. In selecting an engineer to perform any engineering work required for the Project, the District shall go through a competitive process in accordance with Chapter 4.10 of the Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the engineer, the District shall prepare a written description of the process, perform a cost or price analysis, and submit the process description and summary of the analysis to the County Community Development Division for review. The District shall obtain a letter from the County specifying that the conditions of this Section have been met.

E. The District shall specify in agreements with its consultants that all engineering work funded with CDBG funds shall become the property of the District upon payment by the District for the cost of such engineering work.

F. The District shall furnish evidence to County, to the satisfaction of the County, prior to the County’s authorization to advertise for bids, that it has free and clear title to all parcels of real property on which Project improvements will be located, with any liens or encumbrances noted, and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits, and State and local approvals required for the completion of the Project.

G. Upon completion of the design engineering, the District shall submit the

1 plans and specifications to the County Community Development Division. The County will ensure  
2 Federal CDBG requirements have been adhered to and review cost estimates to ensure sufficient  
3 funds are available. The District shall obtain a letter from the County specifying these conditions  
4 have been met and that the District is approved to advertise for bids to construct the Project.

5 H. The District shall advertise for bids, and shall award the construction  
6 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening,  
7 the District shall notify the County of the date, time, and location of the bid opening.

8 I. Within seven (7) calendar days following the bid opening, the District shall  
9 furnish the Community Development Division with the name of the low bidder and cost or price  
10 analysis of the low bid proposal prepared by the District, so that the County may verify with the  
11 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not  
12 been debarred or suspended from participating in Federal projects, and that the contractor will be  
13 reasonably compensated in accordance with Federal requirements. The District shall obtain a  
14 letter from the County specifying these conditions have been met, and that the District is approved  
15 to award the Project for construction.

16 J. The District shall conduct a pre-construction meeting with the contractor,  
17 and shall notify the County Community Development Division at least ten (10) calendar days prior  
18 to the meeting so a representative of the County may attend to discuss CDBG labor compliance  
19 requirements for the Project.

20 K. The District shall require the contractor, and all subcontractors, to submit  
21 labor compliance documentation, including Certified Payroll, in the manner specified by the  
22 County's Labor Compliance Officer, including the use of electronic systems such as LCPTracker.

23 L. Prior to the construction start date, the District shall give written notice  
24 thereof to the County Community Development Division, to include a copy of the executed contract  
25 between the District and the Contractor and the Notice to Proceed.

26 M. Concurrent with the submission of the first construction progress payment  
27 request, the District shall provide documentation demonstrating that all construction-related  
28 required permits have been issued by the County.

1 N. All proposed construction contract change orders shall not proceed until  
2 prior written approval has been given by the County. Request for approval of a change order(s)  
3 shall include a narrative description of the work, a cost or price analysis in accordance with HUD  
4 requirements, a map depicting the location of the work addressed with the requested change order,  
5 and a written certification from the District that the approval of the change order is consistent with  
6 the final construction cost estimate approved by the County. In addition, the District shall certify  
7 that the change order is within the scope of the Project and is necessary to complete the Project.

8 O. The District shall send its written description of the engineer selection  
9 process, cost or price analyses, design plans, specifications, name of low bidder and low bid  
10 proposal, public notices, and all written correspondence to:

11 Community Development Grants  
12 County of Fresno  
13 Department of Public Works and Planning  
14 Community Development Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

15 P. The District shall comply with the mitigation measures, conditions and notes  
16 identified in Environmental Assessment No. 8209 (the "Assessment"). A copy of the Assessment  
17 shall be provided to the District.

18 Q. Upon completion of the Project, the District shall notify the County  
19 Community Development Division so a representative of that Division may perform an inspection  
20 of the Project to determine that it was completed in accordance with the scope of work approved  
21 and authorized pursuant to this executed Agreement.

22 R. Upon approval of Project completion by the County, the District shall provide  
23 the County Community Development Division with a resolution of acceptance, or similar  
24 documentation, demonstrating that the Project was completed in accordance with the scope of  
25 work approved and authorized pursuant to this executed Agreement, and any approved  
26 subsequent amendments and/or change orders, and that the District has accepted the Project.  
27 Prior to the final request for payment, the District shall also provide the County with a copy of the  
28 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG  
and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and

1 Urban Development Act of 1968, as amended.

2 S. During the contract period, the District shall complete and submit annually  
3 on June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM)  
4 form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The  
5 POM shall contain the following information for the County's Federal reporting purposes to the  
6 U.S. Department of Housing and Urban Development (HUD):

7 1. Total number of households/persons assisted.

8 2. Number of total households/persons assisted that:

9 a. Now have new access to this type of public facility or  
10 infrastructure improvement.

11 b. Now have improved access to this type of public facility or  
12 infrastructure improvement.

13 c. Now are served by public facility or infrastructure that is no  
14 longer substandard.

15 T. The District shall be responsible for maintenance of the Project after  
16 construction is completed, and shall perform such maintenance from non-CDBG resources.

17 U. The District must inform the County in writing of any program income  
18 generated by the expenditure of CDBG funds. Any program income generated as a result of the  
19 Project must be paid to the County. For purposes of this Agreement, program income is defined  
20 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on  
21 CDBG loans. If the District contributed financially to the improvement Project, the District may  
22 retain a share of the program income in proportion to the District's contribution to the Project, after  
23 the District has provided a written accounting acceptable to the County.

24 V. The District must obtain prior written approval from the County before  
25 making any modification or change in the use of any real property improved, in whole or in part,  
26 using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of,  
27 and opportunity to comment on, any proposed change to the use of real property improved with  
28 CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District

1 for a use which does not qualify under the CDBG Program, the District shall reimburse the County  
2 in an amount equal to the current fair market value for the property, less any proportional share  
3 thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in  
4 effect for five (5) years after the Project is completed in HUD's Integrated Disbursement and  
5 Information System (IDIS). In the event the CDBG program is closed out, the requirements of this  
6 Section shall remain in effect for activities or property funded with CDBG funds, unless action is  
7 taken by the Federal government to relieve the District of these obligations.

8 W. The District acknowledges that the County may periodically inspect the  
9 Project to ensure that the property is being used as described in this Agreement. The District  
10 agrees to provide any necessary information to the County to carry out such inspections.  
11 Furthermore, the District agrees to take corrective action if the County determines that  
12 modifications to the use and location of the Project have resulted in a violation of the Federal  
13 CDBG regulations.

14 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

15 A. The District shall, and shall cause its consultants, contractors, and  
16 subcontractors to, comply with all applicable State and Federal laws and regulations governing the  
17 Project.

18 B. Whenever the District uses the services of a contractor, the District shall  
19 require that the contractor comply with all Federal, State and local laws, ordinances, regulations,  
20 and Fresno County Charter provisions applicable in the performance of their work.

21 C. This Project is subject to the requirements of Section 3 of the Housing and  
22 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the District shall  
23 require the prime contractor to complete and submit documentation prior to award of the  
24 construction contract and upon Project completion, that compliance with the requirements of  
25 Section 3 of the Housing and Urban Development Act of 1968 clause have been met.

26 D. Non-Discrimination: The District agrees to comply with the non-  
27 discrimination in employment and contracting opportunities laws, regulations, and executive orders  
28 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-

1 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974  
2 are still applicable.

3 E. Because the District is receiving at least \$100,000 for this Project from the  
4 County's CDBG Program under this Agreement, the District shall complete and submit to the  
5 County Community Development Division a "Certification of Payments to Influence Federal  
6 Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise,  
7 before the District awards a contract using at least \$100,000 of such CDBG funds, the District shall  
8 require the consultant and/or contractor and all their sub-consultants and/or subcontractors to  
9 complete and submit these two (2) forms described hereinabove to both the District and the  
10 County.

11 F. Records Retention: The District shall retain all financial records, supporting  
12 documents, statistical records, and all other records pertinent to this Agreement for a period of four  
13 (4) years from the date of the submission of the County's consolidated annual performance and  
14 evaluation report to HUD in which the activities assisted under this Agreement are reported on for  
15 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of  
16 the records cited, and that have started before the expiration of the four-year record retention  
17 period, such records must be retained until completion of the actions and resolution of all issues,  
18 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),  
19 570.506).

20 V. PAYMENT FOR THE PROJECT

21 A. At monthly intervals, the District shall submit a written request to the County  
22 for payment of specified costs incurred in the performance of this Agreement. The request for the  
23 County to make such a payment shall be in accordance with the exemplar Project Pay Request  
24 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be  
25 accompanied by a written certification from the District that the request for payment is consistent  
26 with the amount of work that has been completed, and that the work is in accordance with the  
27 construction contract documents and this Agreement. The request for payment shall also be  
28 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers

1 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
2 The first construction progress payment request shall also be accompanied by documentation  
3 demonstrating that all construction-related required permits have been issued by the County. After  
4 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
5 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
6 Section I.

7           B. Any savings realized in the final cost of the Project, due to Project cost  
8 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
9 the amount of this Project paid for with CDBG funds.

10           C. Payment for advertising and award shall be based on the actual costs of  
11 printing and noticing.

12           D. The County shall not be bound by any agreement between the District and  
13 its agents.

14           E. The County may withhold payment of the final payment request made by  
15 the District until evidence is submitted to the County that a maintenance plan has been prepared  
16 and adopted for the improvements constructed with CDBG funds.

17           F. Upon the completion of the Project, the District shall submit to the  
18 County Community Development Division a written request for final payment of costs, which  
19 shall provide a detailed description of the Project pay items and costs. The final pay request  
20 shall be in accordance with Exhibit 2 to this Agreement. The County shall not be obligated to  
21 make any payments under this Agreement if the request for payment is submitted by the  
22 District more than sixty (60) calendar days after the NOC has been filed with the County  
23 Recorder's Office. An extension to the sixty (60) calendar day period may be granted by the  
24 Director prior to the deadline if the District can demonstrate just cause for the delay.

25           G. The County may withhold payment of the final payment request made by  
26 the District until a final POM, recorded NOC, written summary of all Project work completed with  
27 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in  
28 Sections III-R and IV-C, have been submitted to the County.

1           H.     All requests for payment and supporting documentation shall be sent to:  
2                     Business Manager  
3                     County of Fresno  
4                     Department of Public Works and Planning  
5                     Financial Services Division  
6                     2220 Tulare Street, 6<sup>th</sup> Floor  
7                     Fresno, CA 93721  
8                     [pwpbusinessoffice@fresnocountyca.gov](mailto:pwpbusinessoffice@fresnocountyca.gov) (if submitted by email)

9           I.     The District shall establish accounting and bookkeeping procedures in  
10 accordance with standard accounting and bookkeeping practices, including, but not limited to,  
11 employee timecards; payrolls; and other records of all transactions to be paid with CDBG funds in  
12 accordance with the performance of this Agreement. All records and accounts shall be available  
13 for inspection by the County, the State of California, if applicable, the Comptroller General of the  
14 United States, and HUD or any of their duly authorized representatives at all reasonable times for  
15 a period as specified in Section IV-F. The District shall certify accounts when required or requested  
16 by the County.

17           J.     The District, as a subrecipient of Federal financial assistance, is required to  
18 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501  
19 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of  
20 any audit performed by the District in accordance with said Act shall be forwarded to the County  
21 Community Development Grants Program Manager within nine (9) months of the end of any  
22 District fiscal year in which funds were expended and/or received for the Project. Failure to perform  
23 the requisite audit functions as required by this paragraph may result in the County performing any  
24 necessary audit tasks or, at the County's option, the County contracting with a public accountant  
25 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are  
26 the sole responsibility of the District, and such audit work costs incurred by the County shall be  
27 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the  
28 event the District is only required to perform an audit under the provisions of the Act because the  
District is receiving CDBG funds, the County may perform, or cause to be performed, the required  
audit to determine whether funds provided through this Agreement have been expended in

1 accordance with applicable laws and regulations. Any audit-related costs incurred by the County  
2 under this provision shall be charged to the County CDBG Program. The District agrees to take  
3 prompt and appropriate corrective action on any instance of material non-compliance with  
4 applicable laws and regulations.

5  
6 K. The District shall send a copy of the audit to:

7 Community Development Grants  
8 County of Fresno  
9 Department of Public Works and Planning  
10 Community Development Division  
11 2220 Tulare Street, 6<sup>th</sup> Floor  
12 Fresno, CA 93721

13 VI. INDEMNIFICATION

14 The District shall indemnify, defend, and save harmless the County, its officers,  
15 agents, and employees from and against any and all damages, claims, and losses whatsoever  
16 (including attorney's fees and costs) occurring or resulting to persons, firms, or corporations  
17 furnishing or supplying work, services, materials, or supplies in connection with the performance  
18 of this Agreement, and from any and all damages, claims, and losses (including attorney's fees  
19 and costs) occurring or resulting to any person, firm, or corporation for damage, injury, or death  
20 arising out of or connected with the District's performance of, or failure to perform, its obligations  
21 under this Agreement. The provisions of this Section VI shall survive the termination of this  
22 Agreement.

23 VII. TIME OF PERFORMANCE

24 A. The following schedule shall commence on the date this Agreement is  
25 executed by the County:

- 26 1. Complete Consultant Engineer Selection process – June 12, 2023.
- 27 2. Complete Design Engineering and Submit to the County for Review  
28 – September 1, 2023.
3. Complete County Review and Approval of Plans – October 1, 2023.
4. Begin Advertising for Bids – January 5, 2024.
5. Award Construction Contract – February 20, 2024.

1 B. The Project shall be completed and the NOC shall be filed with the Fresno  
2 County Recorder's Office, no later than July 19, 2024.

3 C. The final POM Report, written summary of all work completed,  
4 documentation demonstrating compliance with the Section 3 clause, and request for final payment  
5 shall be submitted to the County no later than September 19, 2024.

6 D. The District shall give immediate written notification to the County  
7 Community Development Division of any events that occur which may affect the above time  
8 schedule and completion date and the time schedule specified in the contract documents, or any  
9 event that may have significant impact upon the Project or affect the attainment of the Project's  
10 objectives. The Director is authorized to adjust the above schedule if, in the Director's judgment,  
11 any delay is beyond the control of the parties involved.

12 E. Time is of the essence in the District's performance of this Agreement.

13 VIII. BREACH OF AGREEMENT

14 In the event the District fails to comply with any of the terms of this Agreement, the  
15 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize  
16 any remedies permitted by law that the County deems appropriate. Should the County deem a  
17 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
18 make further payment as provided herein. Termination of this Agreement due to breach shall not,  
19 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of  
20 law or equity, including the recovery of damages. In addition to the termination of the Agreement  
21 by the County due to a material breach of this Agreement by the Subrecipient, the County may  
22 also terminate this Agreement for convenience, in accordance with state and federal law.

23 IX. TERMINATION OF PROJECT

24 A. If the District wishes to cancel the Project covered by this Agreement, the  
25 District shall submit a request in writing to the County Department of Public Works and Planning,  
26 Community Development Division explaining just cause for the request. The Director is authorized  
27 to approve such a request if, in the Director's judgment, there is just cause for the Project's  
28 cancellation.

1 B. If the District's request to cancel the Project covered by this Agreement is  
2 approved by the Director, the District shall promptly return to the County all CDBG funds paid by  
3 the County to the District pursuant to this Agreement.

4 X. VENUE; GOVERNING LAW

5 Venue for any action arising out of or relating to this Agreement shall only be in  
6 Fresno County, California. The rights and obligations of the parties and all interpretation and  
7 performance of this Agreement shall be governed in all respects by the laws of the State of  
8 California.

9 XI. ENTIRE AGREEMENT

10 This Agreement constitutes the entire agreement between the District and the  
11 County with respect to the subject matter hereof, and supersedes all previous negotiations,  
12 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
13 whatsoever unless expressly included in this Agreement.

14 XII. NO THIRD-PARTY BENEFICIARIES

15 This Agreement does not and is not intended to create any rights or obligations for  
16 any persons or entity except the parties. This Agreement is solely for the benefit of the County and  
17 the District and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

18 XIII. AUTHORIZED SIGNATURES

19 The District represents and warrants to the County that:

20 (A) The District is duly authorized and empowered to sign and perform its  
21 obligations under this Agreement.

22 (B) The individual signing this Agreement on behalf of the District is duly  
23 authorized to do so and his or her signature on this Agreement  
24 legally binds the District to the terms of this Agreement.

24 XIV. ELECTRONIC SIGNATURES

25 The parties agree that this Agreement may be executed by electronic signature as  
26 provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an  
28 individual signing this Agreement to represent their signature, including but not limited

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

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on  
2 page one of this Agreement.

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TRANQUILLITY PUBLIC UTILITY DISTRICT

COUNTY OF FRESNO

By: Michael Pucheu  
Michael Pucheu, Chairperson of the  
Tranquillity Public Utility District Board

Sal Quintero  
Sal Quintero, Chairman of the  
Board of Supervisors of the  
County of Fresno

Date: 04-28-23

Date: 6/20/23

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

By: Alexandria Vicina  
Deputy

FUND NO: 0001  
SUBCLASS NO: 10000  
ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N21711  
ACTIVITY CODE: 7219

REMIT TO:  
Tranquillity Public Utility District  
Attention: Michael Pucheu  
P.O. Box 622  
Tranquillity, CA 93668  
Telephone: (559) 698-7213

JA:MV  
G:\7205ComDev\Agendas-Agreements\2023\0523\_TrquillityWWTP Headworks 21711\_AGT.docx  
April 17, 2023

**Exhibit 1  
County of Fresno  
Project Outcome Measurement Report**

Project #: 21711      Project Name: Tranquillity Wastewater Treatment Plant  
Headworks Installation

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requires that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
  
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: \_\_\_\_\_
  
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

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Form Completed By: \_\_\_\_\_

**Exhibit 2**

**Project Pay Request**

Date

Business Manager  
County of Fresno  
Department of Public Works and Planning  
Financial Services Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. \_\_\_\_\_  
<District Name>  
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$\_\_\_\_\_ for project costs.

The District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee	Invoice #	Amount
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Sincerely,

<District Manager>  
<District Name>

Enclosure(s)