

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS
AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT

This Amendment No. 2 to Subrecipient Agreement (“Amendment No. 2”) is dated August 5, 2025 and is between Calwa Recreation and Park District, a special district in the County of Fresno formed under Chapter 4 of Division 5 of the California Public Resources Code, with a district office located at 4545 East Church Avenue, Fresno CA 93725 (“Subrecipient”), and the County of Fresno (“County”), a political subdivision of the State of California.

Recitals

A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program.

B. The ARPA authorizes the County to expend SLFRF for certain eligible purposes, including responding to the public health emergency or its negative economic impacts from the COVID-19 pandemic, including disproportionately impacted communities for the improvement of health outcomes and public safety, such as parks, recreation facilities, and programs that increase healthier living environments.

C. On February 1, 2022, the Board of Supervisors approved the Ad-Hoc Committee’s recommended ARPA expenditure plan which earmarked a funding commitment of \$675,000 for the Subrecipient to receive funding for Community Center Improvements, including broadband connectivity.

D. On April 5, 2022, the County and Subrecipient entered into County agreement number 22-128 (“Agreement”), to assist the Subrecipient with the purchase and installation of pool pumps and filtration equipment, showers, restrooms, a perimeter fence, and a shade structure for an activity area in support of the Subrecipient’s efforts to reopen its outdoor community pool, with a maximum compensation of \$275,000. The Subrecipient represented that reopening the pool will increase recreational space and community wellness and provide a healthier living environment within the community of Calwa, an area that has been disproportionately impacted by the COVID-19 pandemic.

E. On December 19, 2023, the Subrecipient’s Board of Directors evaluated their potential use of SLFRF spending, and while the Calwa Community Center’s connectivity to high-speed broadband

1 continued to be an essential project, the Subrecipient's Board of Directors determined that the
2 reopening of the outdoor community pool was their top priority, and that the broadband project should
3 be delayed until another source of funding can be identified by the Subrecipient, so that Subrecipient
4 could focus their SLFRF allocation for the outdoor community pool project.

5 F. On February 6, 2024, the Fresno County Board of Supervisors approved Amendment No. 1 to
6 Subrecipient Agreement, which is County Agreement No. 24-066 ("Amendment No. 1"), which increased
7 the maximum compensation by \$400,000, for a total compensation of \$675,000, to help the
8 Subrecipient's effort to reopen its outdoor community pool. The increased SLFRF funding was intended
9 to address the increased cost in materials, equipment, and tight labor markets in the pool building
10 sector. The First Amendment revised the Expenditure Plan's detailed cost estimates, consolidated
11 similar categories, increased funding allocations, and included a modification clause to address potential
12 administrative burdens to recover allowable costs for allocated expense line items during the
13 construction process.

14 G. The Subrecipient represents that since the Agreement and Amendment No. 1 were executed,
15 the Subrecipient retained an architect firm and a design group in 2024 to perform the Calwa Swimming
16 Pool Needs Assessment ("Needs Assessment"), which evaluated the pool's construction conditions,
17 prepared cost estimates, and made recommendations to the Subrecipient's Board of Directors to help
18 determine whether to move forward with construction, considering the existing site conditions, or
19 demolish the site and build a new pool. The Subrecipient's Needs Assessment and the Architect
20 determined that the cost of construction of the pool would be five to six times (\$3.2 million - \$3.9 million)
21 the cost of the awarded SLFRF Agreement funds.

22 H. On March 18, 2025, the Subrecipient represents that the Needs Assessment report and
23 recommendations were presented to the Subrecipient's Board of Directors, to inform and to request
24 direction on whether to still move forward with the project in some reasonable form, with the full
25 understanding that ARPA funding provided by the County is insufficient to construct and reopen the pool
26 at this time.

27 I. On May 20, 2025, the Subrecipient's Board of Directors made the decision to formally request a
28 further amendment to the Agreement, which will reduce the scope of the project to instead fund the

1 preparation and completion of a Calwa Pool bid-ready package/Needs Assessment, pool demolition,
2 and project management and development cost through the bid package phase. The Subrecipient's
3 amendment request includes a reduction in the maximum allocation from \$675,000 down to \$225,000,
4 which will help the Subrecipient fund necessary pre-development costs in support of its effort to reopen
5 the community pool in the future. The Subrecipient's amendment request also presents a cost savings
6 of \$450,000 that will go unspent by this program and may be redistributed within the County's ARPA-
7 SLFRF program.

8 J. The Subrecipient represents that the Program would benefit from a revised Expenditure Plan,
9 which would reduce the existing six expenditure allocations: Design/Construction, Environmental
10 Documents, Advertisement/Bid Support, Construction Review and Administration, Construction, and
11 Construction Contingency, to instead allocate the awarded funding into three categories: Preparation
12 and completion of the bid-ready package/Needs Assessment, pool demolition, project management and
13 development cost through the bid package phase. The Revised Table 1-1B of Exhibit B will redefine the
14 program budget and reduce funding availability to ensure the Subrecipient can use SLFRF to complete
15 necessary pre-development milestones in support of its commitment to complete and reopen its
16 outdoor community pool project. The Subrecipient represents that the bid-ready package will define the
17 scope of needed improvements and outline the necessary information about the pool project, which will
18 enable contractors to develop accurate bid proposals. The Subrecipient represents that funding set for
19 the demolition will clear the site to ensure the site is ready for new construction, in anticipation of future
20 construction funding availability from other sources.

21 K. The County and the Subrecipient desire to amend the Agreement to revise the Program's
22 Expenditure Plan to accommodate the changes described above and allow for the modification of
23 deliverables, and which continue to be aligned and in furtherance of the initially approved scope of work.
24 The parties, therefore, agree as follows:

- 25 1. This Amendment No. 2 shall be retroactive to the Effective Date of the Agreement, April 5, 2022.
- 26 2. The Agreement Recital on page 2, lines 3 through 8, is deleted in its entirety, and replaced with
27 the following:

1 “WHEREAS, the SUBRECIPIENT represents that SLFRF provided under this Agreement will fund
2 the Preparation and Completion of the bid-ready package/Needs Assessment, pool demolition,
3 project management and development cost through the bid package phase, in support of the
4 Subrecipient’s effort to reopen its outdoor community pool, which will increase recreational space
5 and community wellness, and provide a healthier living environment within the community of Calwa,
6 an area that has been disproportionately impacted by the COVID-19 pandemic; and”

7 3. All references to “Revised Exhibit B” in the Agreement shall be amended to refer to “Revised
8 Exhibit B-1.” Revised Exhibit B-1 is attached to this Amendment No. 2 and incorporated by this
9 reference.

10 4. All references to “Exhibit C” in the Agreement shall be amended to refer to “Revised Exhibit C.”
11 Revised Exhibit C is attached to this Amendment No. 2 and incorporated by this reference.

12 5. Subsection D of Section 1, GENERAL OBLIGATIONS OF THE SUBRECIPIENT, of the
13 Agreement located on page 3, lines 12 through 15, is deleted in its entirety, and replaced with the
14 following:

15 “D. SUBRECIPIENT represents that it will use these SLFRF to fund the preparation and completion
16 of the bid-ready package/Needs Assessment, pool demolition, project management and
17 development cost through the bid package phase, in support for the reopening of the community
18 pool to support long-term healthier environments and build a strong recovery from the COVID-19
19 pandemic.”

20 6. Subsection H of Section 1, GENERAL OBLIGATIONS OF THE SUBRECIPIENT, of the
21 Agreement located on page 5, lines 4 through 13, is deleted in its entirety and replaced with the
22 following:

23 “H. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken and completed,
24 and all SLFRF granted under this Agreement are fully expended, no later than June 30, 2026. By
25 August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY in writing, whether it
26 can complete the Program or fully expend the SLFRF granted under this Agreement by June 30,
27 2026. If SUBRECIPIENT is not capable of completing the Program or fully expending the SLFRF
28 granted under this Agreement on the Program by June 30, 2026, SUBRECIPIENT shall return any

1 previously issued SLFRF, which have not been bindingly obligated to a permissible use, to COUNTY
2 within fifteen calendar days.”

3 6. Subsection A of Section 13, GRANT FUNDING/COMPENSATION, of the Agreement located on
4 page 14, line 12, through page 15, line 7, is deleted in its entirety, and replaced with the following:

5 A. “The parties understand that funding for this Agreement is SLFRF provided pursuant to
6 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. County agrees to grant
7 Subrecipient, and Subrecipient agrees to receive such grants, up to the total SLFRF grant, in an
8 amount not to exceed two hundred twenty-five thousand dollars (\$225,000).

9 It is expressly agreed and understood that the total amount of SLFRF to be granted by
10 County to Subrecipient for the preparation and completion of the bid-ready package/Needs
11 Assessment, pool demolition, project management and development cost through the bid
12 package phase in support of the reopening of the community pool shall not exceed two hundred
13 twenty-five thousand dollars (\$225,000). Payment requests for eligible necessary expenses shall
14 include purchase orders, receipts, and reimbursement requests, detailing items purchased, and
15 expenses incurred or anticipated to be incurred in support of the Program items listed in Revised
16 Exhibit B-1 of this Agreement. In the first fourteen (14) days following the Effective Date of this
17 Agreement, Subrecipient may make payment requests to a maximum of \$139,500, which is
18 approximately sixty-two percent of the Program’s total budgeted amount (\$225,000), to cover
19 eligible expenditures in support of the Program.

20 Subrecipient shall work to minimize the time between the request from the County and
21 the disbursement of funds to meet the Program needs. Subrecipient shall provide County copies
22 of purchase orders, invoices, and contracts, and related expenditures that support the
23 Subrecipient’s effort to reopen the community pool. Upon receipt of documentation acceptable to
24 the County, County shall grant SLFRF to Subrecipient. The Subrecipient is responsible for
25 monitoring the Program’s cash flow needs and submitting payment requests to the County in a
26 timely manner to assure adequate coverage of Program needs. It is understood that all
27 expenses incidental to Subrecipient’s performance of services in carrying out its Program under
28 this Agreement shall be borne by Subrecipient.”

1 7. A portion of Exhibit A, Program Description of the Agreement, located on page 25, lines 7
2 through 12, is deleted, and replaced with the following:

3 “Subrecipient intends to use SLFRF to fund the preparation and completion of the bid-ready
4 package/Needs Assessment, pool demolition, project management and development cost
5 through the bid package phase, in support of the Subrecipient’s effort to reopen its outdoor
6 community pool, which has been inoperable for over 20 years. SLFRF will assist the
7 Subrecipient with the funding necessary for pre-project development costs that are reasonably
8 expected to culminate with the Subrecipient’s effort to open its outdoor community pool, increase
9 recreational space and community wellness, and provide a healthier living environment within
10 the community of Calwa, an area that has been disproportionately impacted by the COVID-19
11 pandemic.”

12 8. When both parties have signed this Amendment No. 2, the Agreement, Amendment No. 1, and
13 this Amendment No. 2 together constitute the Agreement.

14 9. The Subrecipient represents and warrants to the County that:

- 15 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
16 this Amendment No. 2.
- 17 b. The individual signing this Amendment No. 2 on behalf of the Subrecipient is duly authorized
18 to do so and his or her signature on this Amendment No. 2 legally binds the Subrecipient to
19 the terms of this Amendment No. 2.

20 10. The parties agree that this Amendment No. 2 may be executed by electronic signature as
21 provided in this section.

- 22 a. An “electronic signature” means any symbol or process intended by an individual signing this
23 Amendment No. 2 to represent their signature, including but not limited to (1) a digital
24 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
25 scanned and transmitted (for example by PDF document) version of an original handwritten
26 signature.
- 27 b. Each electronic signature affixed or attached to this Amendment No. 2 is deemed equivalent
28 to a valid original handwritten signature of the person signing this Amendment No. 2 for all

1 purposes, including but not limited to evidentiary proof in any administrative or judicial
2 proceeding, and (2) has the same force and effect as the valid original handwritten signature
3 of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
6 2.5, beginning with section 1633.1).

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

10 e. This Amendment No. 2 is not conditioned upon the parties conducting the transactions under
11 it by electronic means and either party may sign this Amendment No. 2 with an original
12 handwritten signature.

13 11. This Amendment No. 2 may be signed in counterparts, each of which is an original, and all of
14 which together constitute this Amendment No. 2.

15 12. The Agreement as amended by this Amendment No. 2 is ratified and continued. All provisions of
16 the Agreement and not amended by this Amendment No. 2 remain in full force and effect.

17
18 [SIGNATURE PAGE FOLLOWS]

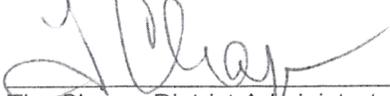
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The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

Subrecipient

County of Fresno



Tim Chapa, District Administrator of the
Calwa Recreation and Park District



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

Mailing Address:
Calwa Recreation and parks District
4545 East Church Avenue
Fresno, Ca 93725

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

By: 

Deputy

For accounting use only:
Org: 1033
Fund: 0026
Subclass: 91021
Account: 7845

Revised Exhibit B

Subrecipient Expenditure Plan

Subrecipient shall provide to County payment requests for eligible expenses to complete the Program. In the first fourteen (14) days following the Effective Date of this Agreement, Subrecipient may make payment requests to a maximum of \$139,500, equivalent to approximately sixty-two percent of the Program's total budgeted amount (\$225,000) to cover eligible expenditures in support of the Program. Payment requests for eligible expenses shall detail purchase orders, receipts, and reimbursement requests, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program as represented in Exhibit B, Table 1-1.

Revised Table 1-1	
Revised Expenditure Plan - Calwa Pool	
Line Items	Budget
Preparation and Completion of Bid Package Materials	\$ 150,000
Pool Demolition Cost	\$ 40,000
Project Management and Development Cost though Bid Package Phase	\$ 35,000
SLFRF Total Award:	\$ 225,000

Revised Exhibit B (continued) – Payment Request Form

Date:

County of Fresno
ARPA - SLFRF Coordinator
2281 Tulare Street, Room 304
Fresno, CA 93721

Subrecipient Name; Address; UEI

Subject: Payment Request for:

Subrecipient Program

Agreement No.

In accordance with the executed Agreement for the above-referenced Program, the [SUBRECIPIENT NAME] is requesting payment of \$ _____ in support of the Program.

The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the amount of work that has been completed to date, detailing items purchased, and expenses incurred or anticipated to be incurred in support of the Program in accordance with the Subrecipient Expenditure Plan (Revised Exhibit B, Table 1-1) documented in the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee

Invoice # / Contract #

Amount

Sincerely,

[Subrecipient Signature, title, and
Title]

Enclosure(s)

**Exhibit C
Template Quarterly Expenditure Report**

PROGRAM	
Unique Entity Identifier (UEI):	Agreement Number:
Name of Entity:	Program Name:
Reporting Period State Date:	Reporting Period End Date:
Expenditure Category: 2, Negative Economic Impacts	
Total Award: \$225,000	Remaining Balance:

EXPENDITURES				
Category	Cumulative Expenditures to date (\$)	Cumulative Obligations to date (\$)	Current Period Expenditures	Current Period Obligations
2	Negative Economic Impacts			
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety			
TOTAL				

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one:

<input type="checkbox"/>	Not started
<input type="checkbox"/>	Completed less than 50 percent
<input type="checkbox"/>	Completed more than 50 percent
<input checked="" type="checkbox"/>	Completed

PROJECT STATUS

AUTHORIZED SIGNATURE

_____ *Signature* _____ *Date*

Prepared by _____
(Print name)