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AGREEMENT

2 THIS AGREEMENT ("Agreement") is made this 6th day of January, 2026  
3 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of  
4 California ("County"), and the Tranquillity Public Utility District ("District").

## 5 WITNESSETH

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

11 WHEREAS, CDBG funding has been made available to the County for housing and  
12 community development activities; and

13 WHEREAS, the District has submitted the Tranquillity Emergency Generator, Project No.  
14 25711 ("Project"), to the County for CDBG funding; and

15 WHEREAS, the District has estimated that the total cost of the Project is \$300,000 and  
16 needs \$300,000 in CDBG funding to complete the Project; and

17 WHEREAS, at a public hearing conducted on August 5, 2025, the County Board of  
18 Supervisors approved as part of approving the County's 2025-2026 Annual Action Plan, the usage  
19 of \$300,000 in CDBG funds for the Project, as requested by the District; and

20 WHEREAS, there are \$300,000 in CDBG funds that may be made available to the District  
21 for the Project this fiscal year; and

22 WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated  
23 Plan, including the 2025-2026 Annual Action Plan.

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

26 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

27 A. The Project involves installing an emergency generator at an existing  
28 sewage lift station that serves the entire community of Tranquillity. Fuel source for the generator

1 will be limited to containers that are not considered a hazard as defined in 24 CFR 51.201. The  
2 Project also includes site preparation, including the construction of a weather-resistant enclosure  
3 and ventilation systems. Additionally, the Project will cover the installation of necessary electrical  
4 connections and control systems to integrate the generator with existing infrastructure. Existing  
5 chain link fencing will be modified to enclose the generator and control equipment. The emergency  
6 generator will ensure that the lift station can continue operating during a power failure, reducing  
7 the risk of sewage backup or overflow. The Project will not increase the system capacity, nor will  
8 it result in a change of use. The Project is located at the Silveria Sewer Lift Station, located on the  
9 south side of Silveria Avenue, east of Juanche Avenue, on an approximately 0.04-acre easement,  
10 in Tranquillity, CA 93668.

11                   B.     The Project site is on a recorded easement granted to the District.

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

13                   1.     Obtain all necessary permits.

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

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

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

24                   5.     Install emergency generator and provide related eligible  
25 improvements.

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

Construction	\$269,177
Design & Construction Engineering	20,000
Contingency, Permits & Misc.	<u>10,823</u>
Total	\$300,000

E. Notwithstanding District's estimates described in the above-described Project budget, payments for the Project from CDBG funds shall be limited to the District's actual costs, and in any event shall not exceed the total amount of \$300,000. In the event CDBG funds are not sufficient, the District shall in any event complete the Project using its own funds.

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

CDBG	<u>\$300,000</u>
Total	\$300,000

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

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

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

## II. OBLIGATIONS OF THE COUNTY

A. The County shall reimburse the District up to, but not more than, \$300,000 in CDBG funds for the Project for the District's performance of its obligations under this Agreement. All funds shall be paid in accordance with Section V of this Agreement.

B. The County shall review, within thirty (30) calendar days of receipt from the District, the engineer selection process description and summary of the analysis, as prepared by the District, to verify that a competitive process was conducted in accordance with U.S. Department of Housing and Urban Development (HUD) procurement standards. If such conditions have been met, the Department of Public Works and Planning, Community Development Division (Division)

1 shall specify in a letter to the District that these conditions have been met, and that the engineering  
2 contract can be awarded.

3                   C. The County shall review, within forty-five (45) calendar days of receipt from  
4 the District, the design plans and specifications for the Project, as prepared by the District, for  
5 compliance with Federal regulations, conformance with applicable code requirements sufficient to  
6 allow for construction-related permit issuance, and the total Project cost estimate, to determine  
7 whether sufficient funds are available to complete the Project. If such conditions have been met,  
8 the Division shall specify in a letter to the District that these conditions have been met and that the  
9 Project can be advertised. If such conditions have not been met, the Project will not move forward  
10 unless the District receives an approval letter from the Division.

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

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

23                  F. The County shall conduct periodic inspections of the Project, as may be  
24 required, in the determination of the County, that the intended use and group of beneficiaries of  
25 the Project, as identified by the District in the application, have not changed. Upon completion of  
26 the Project, but prior to the District's acceptance of the Project, the County shall conduct a final  
27 inspection of the Project. If such conditions have been met, the Division shall specify in a letter to  
28 the District that the conditions of this Section have been met. If such conditions have not been met,

1 the Project will not move forward unless the District receives an approval letter from the Division.

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

7                   III. OBLIGATIONS OF THE DISTRICT

8                   A. The District shall provide any and all sums of money in excess of \$300,000  
9 which may be necessary to complete the Project. For the purposes of awarding the construction  
10 of the Project within the Agreement amount, the bid documents shall include any proposed additive  
11 or deduct alternatives.

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

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

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

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

28                   F. The District shall furnish evidence, to the satisfaction of the Division, prior to

1 the County's authorization to advertise for bids, that it has obtained or can obtain all necessary  
2 easements, rights-of-way, licenses, permits, and State and local approvals required for the  
3 completion of the Project.

4                   G. Upon completion of the design engineering, the District shall submit the  
5 plans and specifications to the Division. The Division will ensure Federal CDBG requirements  
6 have been adhered to, and will review cost estimates, to ensure sufficient funds are available. The  
7 District shall obtain a letter from the Division specifying these conditions have been met, and that  
8 the District is approved to advertise for bids to construct the Project.

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

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

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

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

26                   L. Prior to the construction start date, the District shall give written notice  
27 thereof to the Division, to include a copy of the executed contract between the District and the  
28 Contractor and the Notice to Proceed to the Division.

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

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

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

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

P. The District shall comply with the mitigation measures, conditions and notes identified in Environmental Review No. CD25451 (the "Assessment"). A copy of the Assessment shall be provided to the District. The following condition shall apply:

1. In order to avoid the creation of a hazardous facility that could cause a risk to nearby structures, a condition has been incorporated to restrict the fuel capacity of the generator to tanks that do not create a hazard as defined in 24 CFR 51.201.

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

R. Upon approval of Project completion by the County, the District shall provide

1 the Division with a resolution of acceptance, or similar documentation, demonstrating that the  
2 Project was completed in accordance with the scope of work approved and authorized pursuant  
3 to this executed Agreement, and any approved subsequent amendments thereto and/or change  
4 orders, and that the District has accepted the Project. Prior to the final request for payment, the  
5 District shall also provide the County with a copy of the recorded Notice of Completion (NOC), a  
6 written summary of all Project work completed with CDBG and other funds, and documentation to  
7 demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as  
8 amended.

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

- 14                   1.        Total number of households/persons assisted.
- 15                   2.        Number of total households/persons assisted that:
  - 16                   a.        Now have new access to this type of public facility or  
17                    infrastructure improvement.
  - 18                   b.        Now have improved access to this type of public facility or  
19                    infrastructure improvement.
  - 20                   c.        Now are served by public facility or infrastructure that is no  
21                    longer substandard.

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

24                   U.        The District must inform the County in writing of any program income  
25 generated by the expenditure of CDBG funds. Any program income generated as a result of the  
26 Project must be paid to the County. For purposes of this Agreement, program income is defined  
27 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on  
28 CDBG loans. If the District contributed financially to the improvement Project, the District may

1 retain a share of the program income in proportion to the District's contribution to the Project, after  
2 the District has provided a written accounting acceptable to the County.

3                         V.     The District must obtain prior written approval from the County before  
4 making any modification or change in the use of any real property improved, in whole or in part,  
5 using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of,  
6 and opportunity to comment on, any proposed change to the use of real property improved with  
7 CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District  
8 for a use which does not qualify under the CDBG Program, the District shall reimburse the County  
9 in an amount equal to the current fair market value for the property, less any proportional share  
10 thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in  
11 effect for five years after the Project is completed in HUD's Integrated Disbursement and  
12 Information System (IDIS). In the event the CDBG program is closed out, the requirements of this  
13 Section shall remain in effect for activities or property funded with CDBG funds, unless action is  
14 taken by the Federal government to relieve the District of these obligations.

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

21                         IV.     CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

25                         B.     The District must comply with the requirements of the Build America, Buy  
26 America (BABA) Act, 41 USC 8301 et. seq., and all applicable rules and notices, as may be  
27 amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,  
28 "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy

1 America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR  
2 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject  
3 to BABA requirements, unless excepted by a waiver. The District shall ensure that all plans and  
4 specifications include requirements that all construction materials subject to BABA are noted as  
5 such.

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

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

14 E. Non-Discrimination: The District agrees to comply with the non-  
15 discrimination in employment and contracting opportunities laws, regulations, and executive orders  
16 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-  
17 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974  
18 are still applicable.

19 F. Because the District is receiving at least \$100,000 for this Project from the  
20 County's CDBG Program under this Agreement, the District shall complete and submit to the  
21 Division a "Certification of Payments to Influence Federal Transactions" form and a "Standard  
22 Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the District awards a contract  
23 using at least \$100,000 of such CDBG funds, the District shall require the consultant and/or  
24 contractor and all their sub-consultants and/or subcontractors to complete and submit these two  
25 (2) forms described herein to both the District and the County.

26 G. Records Retention: The District shall retain all financial records, supporting  
27 documents, statistical records, and all other records pertinent to this Agreement for a period of four  
28 (4) years from the date of the submission of the County's consolidated annual performance and

1 evaluation report to HUD in which the activities assisted under this Agreement are reported on for  
2 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of  
3 the records cited, and that have started before the expiration of the four-year record retention  
4 period, such records must be retained until completion of the actions and resolution of all issues,  
5 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),  
6 570.506).

7                   V.        PAYMENT FOR THE PROJECT

8                   A.        At monthly intervals, the District shall submit a written request to the County  
9 for payment of specified costs incurred in the performance of this Agreement. The request for the  
10 County to make such a payment shall be in accordance with the exemplar Project Pay Request  
11 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be  
12 accompanied by a written certification from the District that the request for payment is consistent  
13 with the amount of work that has been completed, and that the work is in accordance with the  
14 construction contract documents and this Agreement. The request for payment shall also be  
15 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers  
16 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
17 The first construction progress payment request shall also be accompanied by documentation  
18 demonstrating that all construction-related required permits have been issued by the County. After  
19 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
20 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
21 Section I.

22                   B.        CDBG regulations at 24 CFR 570.200(h) permit the District, as a  
23 subrecipient, to incur pre-award costs for the Project beginning with the start of the 2025-2026  
24 program year on July 1, 2025, and submit such costs for payment under this Agreement.

25                   C.        Any savings realized in the final cost of the Project, due to Project cost  
26 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
27 the amount of this Project paid for with CDBG funds in the same pro rata share that CDBG funds  
28 were used in payment of the Project. If the District is required to provide any additional funds

1 toward the Project other than described in this Agreement, any cost savings shall be first used to  
2 reimburse the District for its contribution in excess of the total amount provided by this Agreement.

3 D. Payment for advertising and award shall be based on the actual costs of  
4 printing and noticing.

5 E. The County shall not be bound by any agreement between the District and  
6 its agents.

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

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

18 H. The County may withhold payment of the final payment request made by  
19 the District until a final POM, recorded NOC, written summary of all Project work completed with  
20 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in  
21 Sections III-R and IV-D, have been submitted to the County.

22 I. All requests for payment and supporting documentation shall be sent to:

23 PWP Finance Division Mgr.  
24 County of Fresno  
25 Department of Public Works and Planning  
26 Financial Services Division  
27 2220 Tulare Street, 6<sup>th</sup> Floor  
28 Fresno, CA 93721  
[pwpbusinessoffice@fresnocountyca.gov](mailto:pwpbusinessoffice@fresnocountyca.gov) (if submitted by email)

27 J. The District shall establish accounting and bookkeeping procedures in  
28 accordance with standard accounting and bookkeeping practices, including, but not limited to,

1 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in  
2 accordance with the performance of this Agreement. All records and accounts shall be available  
3 for inspection by the County, the State of California, if applicable, the Comptroller General of the  
4 United States, and HUD or any of their duly authorized representatives, at all reasonable times for  
5 a period as specified in Section IV-G. The District shall certify accounts when required or  
6 requested by the County.

25 L. The District shall send a copy of the audit to:

1

2        VI.        INDEMNIFICATION

3

4                The District shall indemnify and hold harmless and defend the County (including its  
5 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,  
6 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to  
7 the County, the District, or any third party that arise from or relate to the performance or failure to  
8 perform by the District (or any of its officers, agents, subcontractors, or employees) under this  
9 Agreement. The County may conduct or participate in its own defense without affecting the  
10 District's obligation to indemnify and hold harmless or defend the County. The provisions of this  
11 Section VI shall survive the expiration or termination of this Agreement.

12        VII.        TIME OF PERFORMANCE

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

15                    1.        Complete Design Engineering and Submit to the County for Review  
16 – February 28, 2026.

17                    2.        Complete County Review and Approval of Plans – April 15, 2026.

18                    3.        Begin Advertising for Bids – May 15, 2026.

19                    4.        Award Construction Contract – July 1, 2026.

20                B.        The Project shall be completed, and NOC shall be filed with the Fresno  
21 County Recorder's Office, no later than January 19, 2027.

22                C.        The final POM Report, written summary of all work completed,  
23 documentation demonstrating compliance with Section 3 of the Housing and Urban Development  
24 Act of 1968, as amended, and request for final payment shall be submitted to the County no later  
25 than March 19, 2027.

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

1 involved.

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

3                   VIII.    BREACH OF AGREEMENT

4                   In the event the District fails to comply with any of the terms of this Agreement, the  
5 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize  
6 any remedies permitted by law that the County deems appropriate. Should the County deem a  
7 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
8 make further payment as provided herein. In such an event, the District shall promptly return to the  
9 County within 30 days all CDBG funds paid by the County to the District for the Project. Termination  
10 of this Agreement due to breach shall not, in any way whatsoever, limit the rights of the County in  
11 seeking any other legal relief in a court of law or equity, including the recovery of damages. In  
12 addition to the termination of the Agreement by the County due to a material breach of this  
13 Agreement by the Subrecipient, the County may also terminate this Agreement for convenience,  
14 in accordance with state and federal law.

15                   IX.     TERMINATION OF PROJECT

16                   A.     If the District wishes to cancel the Project covered by this Agreement, the  
17 District shall submit a request in writing to the Division explaining just cause for the request. The  
18 Director is authorized to approve such a request if, in the Director's judgment, there is just cause  
19 for the Project's cancellation.

20                   B.     If the District's request to cancel the Project covered by this Agreement is  
21 approved by the County, the District shall promptly return to the County within 30 days all CDBG  
22 funds paid by the County to the District for the Project. The reimbursed amount of funds shall be  
23 applied towards the next project on the back-up list of the Annual Action Plan for the program year  
24 at the date of repayment.

25                   X.     VENUE; GOVERNING LAW

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

1 California.

2           XII.        ENTIRE AGREEMENT

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

7           XII.        NO THIRD-PARTY BENEFICIARIES

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

11           XIII.       AUTHORIZED SIGNATURES

12           The District represents and warrants to the County that:

13           A.        The District is duly authorized and empowered to sign and perform its  
14 obligations under this Agreement.

15           B.        The individual signing this Agreement on behalf of the District is duly  
16 authorized to do so and his or her signature on this Agreement legally binds the District to the  
17 terms of this Agreement.

18           XIV.       ELECTRONIC SIGNATURES

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

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

26           B.        Each electronic signature affixed or attached to this Agreement (1) is  
27 deemed equivalent to a valid original handwritten signature of the person signing this  
28 Agreement for all purposes, including but not limited to evidentiary proof in any administrative

1 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
2 signature of that person.

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

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

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

12                ///

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28                ///

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

3  
4 TRANQUILLITY PUBLIC UTILITY DISTRICT COUNTY OF FRESNO

5  
6 By: Mike Pucheu  
7 Mike Pucheu, Chairman of the  
Board of Directors

8 Date: 11-17-25

9  
10 Garry Bredefeld  
11 Garry Bredefeld, Chairman of the  
12 Board of Supervisors of the  
13 County of Fresno

14 Date: 1-6-2026

15  
16 ATTEST:  
17 Bernice E. Seidel  
18 Clerk of the Board of Supervisors  
19 County of Fresno, State of California

20 By: Hannah  
21 Deputy

22  
23 FUND NO: 0001  
24 SUBCLASS NO: 10000  
25 ORG NO: 7205  
26 ACCOUNT NO: 7885  
27 PROJECT NO: N25711  
28 ACTIVITY CODE: 7219

REMIT TO:  
Tranquillity Public Utility District  
Attention: Mike Pucheu,  
Chairman, Board of Directors  
P.O Box 622  
Tranquillity, CA 93668  
Telephone: (559) 246-9450

29  
30 JA:DI  
31 G:\7205ComDev\~Agendas-Agreements\2025\1209 Tranquillity Emergency Generator 25711 AGT.docx  
32 November 4, 2025

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

Project #: 25711

Project Name: Tranquillity Emergency Generator and Site  
Rehabilitation

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 requests 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## Exhibit 2

### Project Pay Request

Date

PWP Finance Division 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)