

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**AMENDMENT NO. 1 TO SUBRECIPIENT AGREEMENT**

This Amendment No. 1 to Subrecipient Agreement ("Amendment No. 1") is dated October 21, 2025 and is between the Caruthers Community Services District, a special district in the County of Fresno formed under Division 3 of Title 6 of the California Government Code, with an office located at 13617 South Raider Avenue, Caruthers, CA 93609 ("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 Final Rule for 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 necessary investment in water infrastructure that support impacted communities and improves the community's resiliency to the effects of drought and improves water delivery during peak demand.

C. On March 28, 2023, the County and Subrecipient entered into County agreement number 23-120 ("Agreement"), to assist the Subrecipient with funding the design, environmental documents, bidding process, construction review and administration, funding administration, and construction of a water storage tank, booster pumps, and pipeline, electrical and control facilities, and associated site improvements on the west side of the Community of Caruthers (Program).

D. The Subrecipient represents that since the execution of the Agreement, the program has encountered unanticipated construction cost increases that necessitate a reallocation of funds within the Program's existing expenditure categories.

E. The Subrecipient represents that the initial bid results were significantly higher than the available budget, which required the Subrecipient to do some additional value engineering to further reduce costs to the program. The second round of bids exceeded the funding amount, but costs were close enough that the Subrecipient committed its own funds to the shortfall.

1 F. The Subrecipient represents that the Program would benefit from a modification to the
2 Expenditure Plan, which would reduce the Subrecipient's administrative burden to recover allowable
3 costs for allocated line items even if they change during the construction process. A Revised
4 Expenditure Plan, as shown on the Revised Table 1-1 of Revised Exhibit B, is necessary to correct
5 program allocations and memorialize the approved budget to cover the impact of certain increased
6 expenditures. There is no increase in allocated funds.

7 G. The County and the Subrecipient desire to amend the Agreement to revise the Program's
8 Expenditure Plan and reallocate funds within the Program, allow the County's Administrative Officer or
9 his/her designee to approve minor budgetary modifications to the Agreement as necessary and
10 appropriate, and update the language in Section 1H, Timeline, in Section 17, Hold Harmless.

11 The parties, therefore, agree as follows:

12 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, March 28,
13 2023.

14 2. All references to "Exhibit B" in the Agreement shall be amended to refer to "Revised Exhibit B."
15 Revised Exhibit B is attached to this Amendment No. 1 and incorporated by this reference.

16 3. Subsection H of Section 1, located on page 5, line 18 through line 27, shall be deleted in its
17 entirety, and replaced with the following:

18 "H. Timeline. Subrecipient shall ensure that the Program is diligently undertaken and completed, and
19 all SLFRF granted under this Agreement are fully expended, no later than June 30, 2026. By August
20 31, 2024, Subrecipient shall analyze, and shall report to County in writing, whether it can complete
21 the Program or fully expend the SLFRF granted under this Agreement by June 30, 2026. If
22 Subrecipient is not capable of completing the Program or fully expending the SLFRF granted under
23 this Agreement on the Program by June 30, 2026, Subrecipient shall return any previously issued
24 SLFRF, which have not been bindingly obligated to a permissible use, to County within fifteen
25 calendar days."

26 4. A portion of Section 13, Grant Funding/Compensation, of the Agreement located on Page 16,
27 line 14 through line 19, is deleted in its entirety, and replaced with the following:

1 “Subrecipient shall submit documentation to the County of Fresno, County Administrative Office
2 located at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically, to e-mail address
3 fresnocal@fresnocountyca.gov. Payment by County shall be in arrears for services provided during
4 the preceding period of time, within forty-five (45) days from date of receipt, verification, and
5 approval of Subrecipient’s invoice and supporting documentation by County. Requests for
6 advancement of funds for anticipated eligible expenditures shall also be accompanied by a written
7 certification from the Subrecipient consistent with the amount of work scheduled to be performed or
8 materials to be purchased with the amount of funding being requested from the County, and that the
9 payment request is in accordance with the Program, Table 1-1 of Revised Exhibit B of this
10 Agreement. After appropriate review and inspection of the payment request for advanced funding,
11 the County shall make the payment available to Subrecipient, less any amounts outstanding for
12 which prior advanced funds have not been fully expended or accounted with supporting
13 documentation. If Subrecipient fails to comply with any provision of this Agreement, County shall be
14 relieved of its obligations for further compensation.”

15 5. Section 15, MODIFICATION, of the Agreement, located on page 18, line 1 through line 3, is
16 deleted in its entirety, and replaced with the following:

17 “Any matters of this Agreement may be modified from time to time by the written consent of all
18 the parties without, in any way, affecting the remainder. Changes to line items, as set forth in
19 Revised Exhibit B, that, when added together during the term of the Agreement do not exceed
20 ten percent (10%) of the total maximum compensation payable to Subrecipient, may be made
21 with the written approval of Subrecipient and County’s Administrative Officer or designee. These
22 modifications shall not result in any change to the maximum compensation amount payable to
23 Subrecipient, as described in this Agreement.”

24 6. A portion of Section 17, HOLD HARMLESS, of the Agreement, located on page 18, lines 8
25 through 14, is deleted and replaced with the following:

26 “The SUBRECIPIENT shall indemnify and hold harmless and defend the County (including its
27 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
28 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to

1 the County, the SUBRECIPIENT, or any third party that arise from or relate to the performance
2 or failure to perform by the SUBRECIPIENT (or any of its officers, agents, subcontractors, or
3 employees) under this Agreement. The County may conduct or participate in its own defense
4 without affecting the SUBRECIPIENT's obligation to indemnify and hold harmless or defend the
5 County."

6 7. The Subrecipient represents and warrants to the County that:

- 7 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
8 this Amendment No. 1.
- 9 b. The individual signing this Amendment No. 1 on behalf of the Subrecipient is duly authorized
10 to do so and his or her signature on this Amendment No. 1 legally binds the Subrecipient to
11 the terms of this Amendment No. 1.

12 8. The parties agree that this Amendment No. 1 may be executed by electronic signature as
13 provided in this section.

- 14 a. An "electronic signature" means any symbol or process intended by an individual signing this
15 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
16 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
17 scanned and transmitted (for example by PDF document) version of an original handwritten
18 signature.
- 19 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
20 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
21 purposes, including but not limited to evidentiary proof in any administrative or judicial
22 proceeding, and (2) has the same force and effect as the valid original handwritten signature
23 of that person.
- 24 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
25 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
26 2.5, beginning with section 1633.1).
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1 d. Each party using a digital signature represents that it has undertaken and satisfied the
2 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
3 and agrees that each other party may rely upon that representation.

4 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
5 it by electronic means and either party may sign this Amendment No. 1 with an original
6 handwritten signature.

7 9. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of
8 which together constitute this Amendment No. 1.

9 10. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
10 the Agreement and not amended by this Amendment No. 1 remain in full force and effect. When both
11 parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together
12 constitute the Agreement.

13 [SIGNATURE PAGE FOLLOWS]
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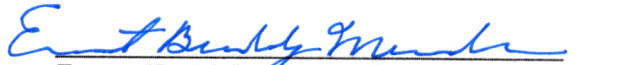
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

County of Fresno


Matthew McIntyre,
District Manager
Caruthers Community Services District


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

Mailing Address:
P.O. Box 218
13617 S. Raider
Caruthers, CA 93609

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

Expenditure Plan

Subrecipient shall provide drawdown requests for payments to County for eligible expenses to complete the Program. In the first thirty (30) days following the Effective Date of this Agreement, Subrecipient may make drawdown requests to a maximum of \$313,010 dollars, equivalent to ten percent (10%) of the Program's total budgeted amount (\$3,130,100), to cover eligible expenditures in support of the Program. Drawdown requests shall be made on a quarterly basis (every 90 days) thereafter. Subrecipient shall use the Drawdown Request Form to submit detailed drawdown requests for eligible expenses and include copies 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 Table 1-1, below.

Revised Exhibit B (continued)

Revised Table 1-1

Revised Table 1-1			
Line Items	Original Budget	Changes	Revised Budget
Design/Construction Documents	\$ 145,000.00	\$ (18,702.02)	\$ 126,297.98
Environmental Documents	\$ 45,000.00	\$ (689.80)	\$ 44,310.20
Advertisement/Bid Support	\$ 16,000.00	\$ 3,078.28	\$ 19,078.28
Construction Review and Administration	\$ 173,000.00	\$ -	\$ 173,000.00
Funding Administration	\$ 25,000.00	\$ -	\$ 25,000.00
Construction	\$ 2,726,100.00	\$ 16,313.54	\$ 2,742,413.54
TOTALS	\$ 3,130,100.00		\$ 3,130,100.00