

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

This Amendment No. 1 to Subrecipient Agreement (“Amendment No. 1”) is dated December 17, 2024 and is between Riverdale Public Utility District, a special district in the County of Fresno formed under Part 2 of Division 7 of the California Public Utilities Code, with a district office at 20896 Malsbary Street, Riverdale, CA 93656 (“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 by making necessary investment in water infrastructure that supports impacted communities.

C. On June 7, 2022, the County and the Subrecipient entered into County agreement number 22-225 (“Agreement”), to help the Subrecipient fund the engineering design, planning, and construction of a new groundwater well that will provide an alternative source of water supply in case of emergency or drought, as well as to bring the new groundwater well online, make offsite improvements that consist of upsizing existing undersized pipelines generally located south of W. Mount Whitney Avenue along Valentine, east on W. Kruger, south along S. Marks, and east along Wood Avenues, which will provide secondary connection points to Well 6 to connect to the Subrecipient’s entire water distribution system, which improvements are intended to increase the community’s resiliency for multi-year droughts, and improve drinking water quality in the Community of Riverdale (“Program”).

D. The Subrecipient represents that since Agreement 22-225 was executed, the Subrecipient has incurred costs for managing the funds provided by SLFRF, including preparing reimbursement requests, preparing quarterly and annual reports, and other coordination with the County. The Subrecipient represents that it has been submitting these costs under Engineering and Environmental Review but

1 has been informed that the costs incurred are not eligible under that line item because there is nothing
2 stated in the Expenditure Plan regarding the specific funding of Administrative Costs. The Subrecipient
3 represents that "Funding Administration" costs have accrued but have been deemed ineligible for
4 funding. Revised Expenditure Plan in Revised Exhibit B will correct the scope of the Program to include
5 the prior cost allocations by reallocating funding resources from the Engineering and Environmental
6 Review line item to align with the impact of administrative costs in a separate line item titled "Funding
7 Administration."

8 E. The Subrecipient represents that it would benefit from updating the Modification Clause
9 consistent with current County practice to allow for up to 10% of the total award to be modified by the
10 County Administrative Officer or their designee without having to go back to the Board of Supervisors
11 The strict nature of the current expenditure plan does not allow for flexibility as minor changes occur.
12 There is no change to the maximum amount of the award.

13 F. The County and the Subrecipient desire to amend the Agreement to revise the Program's
14 Expenditure Plan and allow the County's Administrative Officer or his/her designee to approve minor
15 budgetary modifications as needed and appropriate.

16 The parties, therefore, agree as follows:

17 1. This Amendment No. 1 shall be retroactive to the Effective Date of the Agreement, June 7, 2022.

18 2. All references to "Exhibit B" in the Agreement shall be amended to refer to "Revised Exhibit B."

19 Revised Exhibit B is attached to this Amendment No. 1 and incorporated by this reference.

20 3. The Recital, of the Agreement located on page 3, line 2 through line 10, is deleted in its entirety,
21 and replaced with the following:

22 "WHEREAS, the Subrecipient represents that it intends to use the SLFRF provided under this
23 Agreement to fund the engineering design, planning, construction, and funding administration of
24 a new groundwater well that will provide an alternative source of water supply in case of
25 emergency or drought, as well as to bring the new groundwater well online, make offsite
26 improvements that consist of upsizing existing undersized pipelines generally located south of
27 W. Mount Whitney Avenue along Valentine, east on W. Kruger, south along S. Marks, and east
28 along Wood Avenues, which will provide secondary connection points to Well 6 to connect to the

1 Subrecipient’s entire water distribution system, which improvements are intended to increase the
2 community’s resiliency for multi-year droughts, and improve drinking water quality in the
3 Community of Riverdale (“Program”); and”

4 4. Section 1 D, General Obligations of the Subrecipient, of the Agreement located on page 4, line 9
5 through line 17, is deleted in its entirety, and replaced with the following:

6 “Subrecipient represents that it will use these SLFRF to fund the engineering, design, planning,
7 construction, and funding administration of a new groundwater well that will provide an
8 alternative source of water supply in case of emergency or drought, as well as funds to bring the
9 new groundwater well online, make offsite improvements that consist of upsizing existing
10 undersized pipelines generally located south of W. Mount Whitney Avenue along Valentine, east
11 on W. Kruger, south along S. Marks, and east along Wood Avenues, which will provide
12 secondary connection points to Well 6 to connect to the Subrecipient’s entire water distribution
13 system, which improvements are intended to increase the community’s resiliency for multi-year
14 droughts, and improve drinking water quality in the Community of Riverdale.”

15 5. Section 15, Modification, of the Agreement, located on page 18, lines 15 through 16, is deleted in
16 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 Exhibit A, Program Description, of the Agreement located on page 27 line 14
25 through line 21, is deleted, and replaced with the following:

26 “Subrecipient intends to use the SLFRF to fund the engineering design, planning, construction,
27 and funding administration of a new groundwater well that will provide an alternative source of
28 water supply in case of emergency or drought, as well as fund to bring the new groundwater well

1 online, make offsite improvements that consist of upsizing the Subrecipient's existing undersized
2 pipelines generally located south of W. Mount Whitney Avenue along Valentine, east on W.
3 Kruger, south along S. Marks, and east along Wood Avenues which will provide secondary
4 connection points to Well 6 to connect to the Subrecipient's entire water distribution system,
5 which is intended to increase the community's resiliency for multi-year droughts, and improve
6 drinking water quality in the Community of Riverdale."

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

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

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

15 9. The parties agree that this Amendment No. 1 may be executed by electronic signature as
16 provided in this section.

- 17 a. An "electronic signature" means any symbol or process intended by an individual signing this
18 Amendment No. 1 to represent their signature, including but not limited to (1) a digital
19 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
20 scanned and transmitted (for example by PDF document) version of an original handwritten
21 signature.
- 22 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed equivalent
23 to a valid original handwritten signature of the person signing this Amendment No. 1 for all
24 purposes, including but not limited to evidentiary proof in any administrative or judicial
25 proceeding, and (2) has the same force and effect as the valid original handwritten signature
26 of that person.

- 1 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
- 2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
- 3 2.5, beginning with section 1633.1).
- 4 d. Each party using a digital signature represents that it has undertaken and satisfied the
- 5 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
- 6 and agrees that each other party may rely upon that representation.
- 7 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under
- 8 it by electronic means and either party may sign this Amendment No. 1 with an original
- 9 handwritten signature.

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

12 11. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of
13 the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

14 [SIGNATURE PAGE FOLLOWS]

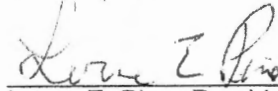
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Subrecipient

County of Fresno




Lorne E. Pine, President
Board of Directors
Riverdale Public Utilities District



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Mailing Address:
20896 Malsbary Street,
Riverdale, CA 93656

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

1 **Revised Exhibit B**

2 Subrecipient Expenditure Plan

3 Subrecipient shall provide to County drawdown requests for payments for eligible expenses to
4 complete the Program. In the first thirty (30) days following the Effective Date of this Agreement,
5 Subrecipient may make drawdown requests to a maximum of \$317,500, equivalent to ten percent (10%)
6 of the Program's total budgeted amount of SLFRF granted (\$3,175,000), to cover eligible expenditures
7 in support of the Program. Thereafter, Subrecipient shall use the Drawdown Request Form to submit
8 detailed drawdown requests on quarterly intervals (90 days) for eligible expenditures, and shall include
9 copies of purchase orders, receipts, and reimbursement requests, detailing items purchased, and
10 expenses incurred, or anticipated to be incurred, in support of the Program, as represented in Revised
11 Exhibit B, Table 1-1.

1 **Revised Exhibit B (continued)**

2 Table 1-1, Revised Expenditure Plan

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Items	Budget
Engineering, Environmental Review, and Funding Administration	\$300,000
Bidding, Construction Management/Inspection	\$350,000
New Well (1,800 foot deep well) and offsite Improvements	\$2,320,000
Contingency (6.5% of project cost)	\$205,000
Total:	\$3,175,000

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1 **Revised Exhibit B (continued)**

2 Drawdown Request Form

3 Date:

4 County of Fresno
5 ARPA - SLFRF Coordinator
6 2281 Tulare Street, Room 304
7 Fresno, CA 93721

8 **Subject: Drawdown Request for**

Subrecipient Program

Subrecipient Name

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

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

17 **Payee**

Invoice # / Contract #

Amount

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22 Sincerely,

23 [Subrecipient Officer]

24 [Subrecipient Name]

25 Enclosure(s)
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