

CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS

AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT

This Amendment No. 2 to Subrecipient Agreement ("Amendment No. 2") is dated July 14, 2026 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. 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 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, bring the new groundwater well online, and 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").

1 D. On December 17, 2024, the County and the Subrecipient entered into Amendment No. 1
2 to the Agreement, which is County agreement number 24-659, which revised the Program's
3 Expenditure Plan and allowed the County's Administrative Officer or his/her designee to
4 approve minor budgetary modifications as needed and appropriate.

5 E. To ensure the Subrecipient can expend all its allocated SLFRF in time for the County to
6 process invoices and issue reimbursement before the Treasury's deadline of December 31,
7 2026, and in consideration for the County extending its June 30, 2026, invoicing deadline to
8 August 31, 2026, the parties enter into this Amendment No. 2.

9 The parties, therefore, agree as follows:
10

11 1. This Amendment No. 2 shall be retroactive to June 7, 2022.

12 2. Section 1, subsection H, of the Agreement is deleted and amended to read as follows:

13 "Timeline. SUBRECIPIENT shall ensure that all work under the Program is completed and
14 finally accepted, and SUBRECIPIENT shall submit all final requests for reimbursement,
15 including all complete required supporting documentation, invoices, and receipts, to the
16 County no later than 5 p.m. on August 31, 2026 (Final Submission Deadline), so that SLFRF
17 granted under this Agreement is fully expended (liquidated by the County), no later than
18 December 31, 2026."

19 3. Section 13 of the Agreement is amended to add subsection F, as follows:

20 "Final Submission Deadline. Subrecipient shall submit all final requests for reimbursement,
21 including all required supporting documentation, invoices, and receipts, to the County no
22 later than the Final Submission Deadline (August 31, 2026). If Subrecipient fails to do so,
23 the Agreement shall be terminated without further obligation of the County, and any request
24 for reimbursement shall be deemed abandoned by Subrecipient and shall not be eligible for
25 reimbursement under this Agreement. The County shall have no obligation to review,
26 process, or pay any reimbursement requests received after the Final Submission Deadline.
27
28

1 Subrecipient explicitly acknowledges and agrees that completion of any remaining project
2 work, and the payment of outstanding costs for any vendor, contractor, materials, or
3 operational costs associated with such work after the Final Submission Deadline shall be
4 the sole financial responsibility and legal liability of Subrecipient. Subrecipient agrees to
5 defend, indemnify, and hold the County harmless from liability for any such costs.”

6 4. When both parties have signed this Amendment No. 2, then the Agreement, Amendment
7 No. 1, and this Amendment No. 2 together constitute the Agreement.
8

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

- 10 a. The Subrecipient is duly authorized and empowered to sign and perform its
11 obligations under this Amendment No. 2.
- 12 b. The individual signing this Amendment No. 2 on behalf of the Subrecipient is duly
13 authorized to do so and his or her signature on this Amendment No. 1 legally binds
14 the Subrecipient to the terms of this Amendment No. 2.
- 15 c. As of signing this Amendment No. 2, neither Subrecipient, nor any of its contractors,
16 employees, or suppliers, has or may assert any claim against the County for unpaid
17 work, materials, or claims due to delay in performance of the Agreement, and
18 Subrecipient expressly waives any such claim and agrees to defend and indemnify
19 the County for any such claim.
20

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

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

- 1 b. Each electronic signature affixed or attached to this Amendment No. 2 is deemed
2 equivalent to a valid original handwritten signature of the person signing this
3 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
4 any administrative or judicial proceeding, and (2) has the same force and effect as
5 the valid original handwritten signature of that person.
6
7 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
8 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
9 2, Title 2.5, beginning with section 1633.1).
10
11 d. Each party using a digital signature represents that it has undertaken and satisfied
12 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
13 through (5), and agrees that each other party may rely upon that representation.
14
15 e. This Amendment No. 2 is not conditioned upon the parties conducting the
16 transactions under it by electronic means and either party may sign this Amendment
17 No. 1 with an original handwritten signature.

18 7. This Amendment No. 2 may be signed in counterparts, each of which is an original, and
19 all of which together constitute this Amendment No. 2.

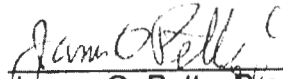
20 8. The Agreement as further amended by this Amendment No. 2 is ratified and continued.
21 All provisions of the Agreement and not amended by this Amendment No. 2 remain in full force
22 and effect.

23 [SIGNATURE PAGE FOLLOWS]
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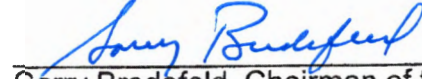
1 The parties are signing this Amendment No. 2 on the date stated in the introductory clause.

2 Subrecipient

County of Fresno

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4 

5 James O. Petty, President
6 Board of Directors
Riverdale Public Utilities District

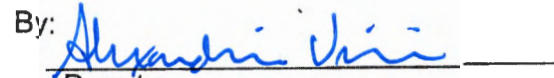


Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

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

7 Mailing Address:
8 20896 Malsbary Street,
9 Riverdale, CA 93656

10 By: 
11 Deputy

12 For accounting use only:

13 Org: 1033
14 Fund: 0026
15 Subclass: 91021
Account: 7845