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AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT, ("Amendment I"), is made this ____ day of _____, ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the TRANQUILLITY PUBLIC UTILITY DISTRICT ("District").

WITNESSETH

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

WHEREAS, on January 6, 2026, the County and the District entered into Agreement 26-021 ("Agreement"), whereby \$300,000 in CDBG funds were made available to the District for the Tranquillity Emergency Generator, Project No. 25711 ("Project"); and

WHEREAS, on June 20, 2023, the County and the District entered into Agreement 23-340, whereby \$241,500 in CDBG funds were made available to the District for the Tranquillity Wastewater Treatment Plant Headworks, Project No. 21711; and

WHEREAS, the District informed the County that the total estimated cost of the Tranquillity Wastewater Treatment Plant Headworks project had increased due to increased construction costs; and

WHEREAS, there was insufficient uncommitted CDBG funding to fully fund the District's requested increase of CDBG funding for the Tranquillity Wastewater Treatment Plant Headworks project; and

WHEREAS, the District requested that this Project be amended to consist only of the design phase of the Project to reassign a portion of the funds previously committed to this Project to the Tranquillity Wastewater Treatment Plant Headworks project; and

WHEREAS, the District has requested a modification to the Time of Performance for the Project, due to delays experienced in preparation of the Project plans and specifications.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the

1 County and District agree to amend the Agreement as follows:

- 2 1. Page 1, Lines 13-21, are amended to read:
 - 3 “WHEREAS, the District has submitted the Tranquillity Emergency Generator,
 - 4 Phase I, Project No. 25711 (“Project”), to the County for CDBG funding; and
 - 5 WHEREAS, the District has estimated that the total cost of the Project is \$25,000,
 - 6 and the District has requested the sum of \$25,000 in CDBG funding be made
 - 7 available for the Project; and
 - 8 WHEREAS, at a public hearing conducted on August 5, 2025, the County Board of
 - 9 Supervisors approved as part of the County’s 2025-2026 Annual Action Plan, the
 - 10 usage of CDBG funds for the Project, as requested by the District; and
 - 11 WHEREAS, there are \$25,000 in CDBG funds that may be made available to the
 - 12 District for the Project this fiscal year; and;”
- 13 2. Page 2, Lines 17-25, Page 4, Lines 11-28, Page 5, Line 1, Page 6, Lines 9-28, Page
- 14 7, Lines 1-10, Page 7, Lines 24-28, Page 8, Lines 1-21, Page 9, Lines 3-14, Page
- 15 10, Lines 19-25, and Page 12, Lines 3-4 are deleted in their entirety.
- 16 3. Exhibit 1, County of Fresno Project Outcome Measurement Report is deleted in its
- 17 entirety, and Exhibit 2, Project Pay Request, is redesignated as Exhibit 1, Project
- 18 Pay Request.
- 19 4. The reference to “Exhibit 2” on Page 11, Line 11, and Page 12, Line 12, shall be
- 20 amended in each such place to read “Exhibit 1”
- 21 5. Page 1, Lines 27-28, and Page 2, Lines 1-10, are amended to read:
 - 22 “A. The Project consists of the preparation of design plans and specifications
 - 23 for the installation of an emergency generator at an existing sewage lift station that
 - 24 serves the entire community of Tranquillity. A future phase of the Project will consist
 - 25 of site preparation, including the construction of a weather-resistant enclosure and
 - 26 ventilation systems, the installation of the emergency generator at an existing
 - 27 sewage lift station, and installation of necessary electrical connections and control
 - 28 systems to integrate the generator with existing infrastructure. Existing chain link

1 fencing will be modified to enclose the generator and control equipment. The
2 Project is located at the Silveria Sewer Lift Station, located on the south side of
3 Silveria Avenue, east of Juanche Avenue, on an approximately 0.04-acre
4 easement, in Tranquillity, CA 93668”

5 6. The proposed Project budget on Page 2, Lines 27 and 28, is amended to read:

6	"Design Engineering	\$23,000
7	Contingency, Permits & Misc.	<u>\$ 2,000</u>
	Total	\$25,000"

8 7. The proposed funding summary for the Project on Page 3, Lines 7 and 8, is
9 amended to read:

10	"CDBG	<u>\$25,000</u>
11	Total	\$25,000"

12 8. That the dollar figure set forth on Page 3, Lines 3 and 21, and Page 5, Line 8, is
13 amended in each such place to read "\$25,000".

14 9. Page 4, Lines 3-10 are amended to read:

15 “C. The County shall review, within forty-five (45) calendar days of receipt from
16 the District, the design plans and specifications for the Project and construction cost
17 estimate, as prepared by the District, for compliance with Federal regulations. If
18 such conditions have been met, the Division shall specify in a letter to the District
19 that these conditions have been met and the plans and specifications are approved.
20 If such conditions have not been met, the Division shall specify required corrections
21 in a letter to the District.”

22 10. Page 6, Lines 4-8 are amended to read:

23 “G. Upon completion of the design engineering, the District shall submit the
24 plans and specifications to the Division. The Division will ensure Federal CDBG
25 requirements have been adhered to, and will review cost estimates to ensure
26 sufficient funds are available. The District shall obtain a letter from the Division
27 specifying these conditions have been met and the plans and specifications are
28 approved.”

- 1 11. Page 7, Lines 18-23 are amended to read:
- 2 "P. The District shall comply with the mitigation measures, conditions and notes
- 3 identified in Environmental Review No. CD25711 (the "Assessment"). A copy of the
- 4 Assessment shall be provided to the District. The following condition shall apply:
- 5 1. In order to avoid the creation of a hazardous facility that could cause
- 6 a risk to nearby structures, a condition has been incorporated to restrict the fuel
- 7 capacity of the generator to tanks that do not create a hazard as defined in 24 CFR
- 8 51.201."
- 9 12. Page 8, Lines 22-23 are amended to read:
- 10 "T. The Project does not involve any activities that will result in
- 11 accomplishments reportable to HUD."
- 12 13. Page 9, Lines 15-20 are amended to read:
- 13 "W. The District acknowledges that the Tranquillity Emergency Generator,
- 14 Phase II project must be completed in order to meet a national objective per HUD
- 15 regulations. The District shall not receive CDBG project funding for any other project
- 16 or activity submitted after the Project, which includes funding for construction, until
- 17 an agreement is executed for the Tranquillity Emergency Generator, Phase II
- 18 project, or until the Project has been terminated pursuant to the provisions of
- 19 Section IX of this Agreement."
- 20 14. Page 12, Lines 10-21 are amended to read:
- 21 "G. Upon the completion of the Project, the District shall submit to the Division
- 22 a written request for final payment of costs, which shall provide a detailed
- 23 description of the Project pay items and costs. The final pay request shall be in
- 24 accordance with Exhibit 1 to this Agreement. The County shall not be obligated to
- 25 make any payments under this Agreement if the request for payment is submitted
- 26 by the District more than sixty (60) calendar days after the County completes its
- 27 review of the Project plans and specifications and issues its approval. An extension
- 28 to the sixty (60) calendar day period may be granted by the Director prior to the

1 deadline if the District can demonstrate just cause for the delay.

2 H. The County may withhold payment of the final payment request made by
3 the District until a final written summary of all Project work completed with CDBG
4 and other funds, as specified in Section V-F, have been submitted to the County.”

5 15. The Time of Performance set forth on Page 14, Lines 11 through 24, is amended
6 to read:

7 “A. The following schedule shall commence on the date this Agreement is
8 executed by the County:

9 1. Complete Design Engineering and Submit to the County for Review
10 – March 30, 2026.

11 2. Complete County Review and Approval of Plans – May 15, 2026.

12 B. The final written summary of all work completed and request for final
13 payment shall be submitted to the County no later than July 14, 2026.

14 C. This Agreement shall remain in effect until January 10, 2028, to provide the
15 District time to complete the planned Tranquillity Emergency Generator, Phase II
16 project, which must be completed in order to meet a national objective per HUD
17 regulations. Satisfaction of this requirement shall be evidenced by the recording of
18 a Notice of Completion for the Tranquillity Emergency Generator, Phase II project.”

19 16. Section IX on Page 15, Lines 15-24, is amended to add paragraph C as follows:

20 “C. Failure to initiate and complete the Tranquillity Emergency Generator,
21 Phase II project by the date specified in Section VII-C and in accordance with
22 Section VII-C shall be considered a cancellation of the Project covered by this
23 Agreement, and the District shall return to the County within 30 days all CDBG
24 funds paid by the County to the District pursuant to this Agreement.”

25 County and District agree that this Amendment I is sufficient to amend the Agreement, and
26 that upon execution of this Amendment I, the Agreement and this Amendment I together shall be
27 considered the Agreement.
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1 The Agreement, as hereby amended, is ratified and continued. All remaining provisions,
2 terms, covenants, conditions, and promises contained in the Agreement shall remain in full force
3 and effect.

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1 IN WITNESS WHEREOF, the parties have executed this Amendment I as of the day and year
2 first hereinabove written.

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TRANQUILLITY PUBLIC UTILITY DISTRICT

COUNTY OF FRESNO

By: Mike Pucheu
Mike Pucheu, Chairman of the
Board of Directors

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

Date: 03-16-26

Date: _____

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

By: _____
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N25711
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