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**INTERDEPARTMENTAL AGREEMENT**

THIS INTERDEPARTMENTAL AGREEMENT ("Interdepartmental Agreement") is dated November 5, 2024, between the COUNTY OF FRESNO, DEPARTMENT OF PUBLIC HEALTH ("DPH"), the COUNTY OF FRESNO, DEPARTMENT OF PUBLIC WORKS AND PLANNING ("PWP"), and the COUNTY OF FRESNO, INTERNAL SERVICES DEPARTMENT ("ISD"), collectively hereinafter referred to as "DEPARTMENTS", and ratified by the COUNTY OF FRESNO ("COUNTY").

**WITNESSETH:**

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") provided the County approximately \$194 million in Coronavirus State and Local Recovery Fund ("SLFRF") for various eligible uses, outlined in the Interim Final Rule, Final Rule, 2023 Interim Final Rule, and the Obligation Interim Final Rule, (collectively, "ARPA funding");

WHEREAS, the County has approved an expenditure plan which sets funding appropriations for 81 major programs or projects (collectively, "Program"), which are scheduled to be funded either in whole in part by the County's ARPA funding;

WHEREAS, the County Administrative Office ("CAO") oversees the County's ARPA expenditure plan, coordinates with department directors to monitor Program implementation, and monitors ARPA spending for the County;

WHEREAS, COUNTY owns the facility used by the DPH, located at 1221 Fulton Street, Fresno, CA 93721, which consists of two buildings, the Brix Building, a six-story office building with basement and mezzanine floors constructed in 1922, and the Mercer Building, a three-story office building with basement constructed in 1957; and

WHEREAS, the Brix Building basement has a total square footage of 15,015 square feet, and the Mercer Building basement has a total square footage of 10,995 square feet; and

WHEREAS, on October 17, 2018, the Brix and Mercer Building basements were inundated by flood waters emanating from a ruptured water line, which caused a complete loss of function and use of both basements; and

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1           WHEREAS, the COVID-19 pandemic resulted in negative health impacts to the public,  
2 and making investment to improve the Brix and Mercer Facilities ensures that DPH can continue to  
3 provide essential services as COVID-19 infections continue in Fresno County; and

4           WHEREAS, on August 9, 2022, the County Board of Supervisors approved  
5 \$3,000,000.00 in ARPA funding for DPH to implement the "Rebuilding the Brix-Mercer Basement"  
6 Program, which will rebuild the basements in both the Brix and the Mercer buildings (the "Basement  
7 Rebuild" or "Program"); and

8           WHEREAS, DPH, in coordination with PWP and ISD, seeks to implement and complete  
9 the Basement Rebuild to reinstate functionality and use of these areas; and

10           WHEREAS, the DEPARTMENTS have agreed to create this Interdepartmental  
11 Agreement to memorialize their activities, actions, and responsibilities for the implementation and  
12 completion of the Program.

13           NOW, THEREFORE, in consideration of their mutual covenants and conditions, the  
14 parties agree as follows:

15           1.    **DEPARTMENT RESPONSIBILITIES AND SCOPE OF WORK:**

16 DPH, in coordination with PWP and ISD, shall implement the Program, as described in Exhibit A, Scope  
17 of Work, which is attached and provide for a Notice to Proceed to PWP.

18           2.    **TERM:**

19           A. This Interdepartmental Agreement shall become effective retroactive to August 9,  
20 2022 ("Effective Date"), and shall terminate on the 30th day of June 2027, unless  
21 terminated earlier in accordance with this Agreement.

22           B. *ARPA Timeline.* U.S. Department of the Treasury ("Treasury") requires ARPA-  
23 SLFRF recipients, such as the County, to return funds not expended by December  
24 31, 2026. All ARPA-SLFRF utilized in the Program shall be expended by or before  
25 December 31, 2026. To ensure the DEPARTMENTS can fully expend ARPA-SLFRF  
26 ahead of the Treasury's deadline, the DEPARTMENTS agree to track and request  
27 reimbursement payments from the ARPA program on a 30-day basis, and in a timely  
28 manner.

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3. **PROCUREMENT REQUIREMENTS**

A. The DEPARTMENTS shall comply with all procurement requirements specified in the Title 2 of the Code of Federal Regulations (the "Uniform Guidance"), including, but not limited to, 2 CFR Part 200.317 et. seq.

4. **TIMELINE, FINANCIAL, AND PERFORMANCE REQUIREMENTS**

A. *Program Timeline.* U.S. Department of the Treasury ("Treasury") requires ARPA-SLFRF recipients, such as the County, to return funds not expended by December 31, 2026. To ensure DPH can fully expend ARPA-SLFRF ahead of the Treasury's deadline, DPH agrees to request ARPA payments on a 30-day basis, and in a timely manner.

B. *Expenditures.* DPH agrees that all Program-related expenditures shall comply with requirements set forth in the Uniform Guidance, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards.

C. *Budget.* DPH agrees that all expenditures will be in accordance with the approved budget for the term of this Agreement, as shown in Exhibit A, which is attached and incorporated by this reference.

D. *Payment Requests.* DPH agrees to submit monthly claims to request payments from the ARPA-SLFRF program by the 10<sup>th</sup> day of each month (every 30-days) to the CAO program email: [ARPA@fresnocountyca.gov](mailto:ARPA@fresnocountyca.gov).

DPH agrees to reimburse PWP and ISD in monthly arrears, upon processing of billing. DPH shall prepare automated journals through the PeopleSoft Financial System to bill for all hours worked, materials used and contracted services in relation to service performed. PeopleSoft journals will be processed on or about the middle of each month beginning April 2022 and each month thereafter through the term of this Agreement.

E. *Responsiveness.* To ensure compliance with Federal and State regulations, CAO and/or County Auditor Controller-Treasurer Tax Collector's ("ACTTC") office may

1 require additional supporting documentation or clarification of claimed expenditures.  
2 DPH agrees to respond in writing within five (5) business days to avoid delays,  
3 disallowable expenditures, or partial payments.

4 F. *Reporting.* DPH agrees to provide supporting documents and corresponding reports  
5 as requested by the CAO, County Auditor Controller–Treasurer Tax Collector's  
6 ("ACTTC") office, or Treasury to meet any reporting deadlines. DPH shall adhere to  
7 the instructions and format, including specific forms, required for ARPA funding.

8 G. *Release of Funds and Compliance.* DPH agrees that maintaining compliance with all  
9 ARPA-SLFRF requirements is necessary for authorization of funds to be released  
10 from the ARPA-SLFRF account. If a payment discrepancy arises, DPH agrees to find  
11 a resolution in a timely manner that complies with the terms and conditions of the  
12 ARPA-SLFRF program.

13 H. *Records:* DPH, ISD, and PWP shall assume responsibility for maintaining detailed  
14 records to support its invoices to CAO and ACTTC, for services provided under this  
15 Interdepartmental Agreement. ISD and PWP shall retain all records for a minimum of  
16 five (5) years following the expiration of this Agreement. In the event of any  
17 outstanding State of California or Federal audits or exceptions, ISD and PWP agree  
18 to individually retain their records until such audits and exceptions are finalized.

19 **5. TERMINATION:**

20 Any party may terminate this Agreement by providing the other parties written notification prior to  
21 termination. Upon termination, the parties agree that all reports and supporting documentation required  
22 for services rendered pursuant to this Agreement shall be provided to CAO, ACTTC, or the Treasury.

23 **6. COMPENSATION:**

24 In consideration of the services provided pursuant to the terms and conditions of this  
25 Interdepartmental Agreement, DPH agrees to pay PWP and/or ISD and PWP and/or ISD agree to  
26 receive compensation for services provided pursuant to Exhibit A, "Scope of Work," in accordance with  
27 the budget identified in the capital projects form identified in Exhibit B, "Department Capital Project  
28 Funding Form," attached and incorporated by this reference, and made part of this Interdepartmental

1 Agreement. In no event shall compensation paid for services performed under this Interdepartmental  
2 Agreement exceed Ten Million, Four Hundred Thousand Dollars (\$10,400,000.00) during the term of  
3 this Interdepartmental Agreement, for estimated construction costs only.

4           Payments shall be made in arrears for services provided during the preceding 30 days.  
5 PWP and/or ISD will invoice DPH within 30 days for expenses incurred therein and PWP and/or ISD will  
6 be paid within the terms of 30 days from DPH's receipt to review and approve PWP's and/or ISD's  
7 invoices and supporting documentation.

8           **7. INVOICING:**

9           PWP and ISD shall each prepare a monthly invoice with supporting documentation for  
10 services rendered under the terms and conditions of this Interdepartmental Agreement. The  
11 reimbursement request shall itemize total expenditures incurred by PWP and/or ISD, including staff  
12 salaries, benefits, supplies, contractor services and labor, and equipment necessary for Program  
13 completion. Supporting documentation as described herein shall be included. DPH shall prepare  
14 reimbursement journals to PWP and ISD once invoice, supporting documentation, and contractor pay  
15 applications are reviewed, which shall be approved within 30 days from the date of invoice submittal. All  
16 reimbursements shall be subject to County, State of California, and Federal audits.

17           All supporting documentation for ISD charges covered under this Agreement shall be  
18 posted to the ISD billing intranet site for reference and use by DPH. The ISD billing intranet site  
19 itemizes all expenditures incurred by ISD including labor, supplies, and direct chargebacks related to  
20 contracted services.

21           The DEPARTMENTS will ensure compliance with Federal and State regulations, and the  
22 CAO and/or County Auditor Controller–Treasurer Tax Collector's ("ACTTC") office may require  
23 additional supporting documentation or clarification of claimed expenditures for the ARPA funding. The  
24 DEPARTMENTS agree to respond in writing within five (5) business days to avoid delays, disallowable  
25 expenditures, or partial payments.

26           **8. MODIFICATION:**

27           DPH may submit a written request to CAO asking for a budget reallocation of the ARPA funding.  
28 The request must be reasonably within the approved scope of work for the Program(s), shall include an

1 explanation for why the Program(s) budget reallocation is needed, and shall be provided to CAO at least  
2 ninety (90) days prior to the expiration date of this Agreement. The request must include all required  
3 documentation to justify the need for a reallocation. DPH may not expend the ARPA funding under a  
4 reallocated Program(s) budget until DPH receives written approval from either the CAO or County Board  
5 of Supervisors, as applicable. Any additional funds or other modifications may be added to this  
6 Agreement by written Amendment setting forth the modifications or amendments signed by the parties  
7 and approved by the Board of Supervisors, if applicable.

8 **9. CONFIDENTIALITY:**

9 All services performed by DEPARTMENTS under this Interdepartmental Agreement shall  
10 strictly comply with all applicable Federal, State, and/or local laws and regulations relating to  
11 confidentiality.

12 **10. NON-ASSIGNMENT:**

13 No Department shall assign, transfer, or subcontract this Interdepartmental Agreement  
14 nor their rights or duties under this Interdepartmental Agreement without the prior written consent of the  
15 other DEPARTMENTS.

16 **11. RECORDS:**

17 PWP and ISD shall each assume responsibility for maintaining detailed records to  
18 support their invoices for services provided under this Interdepartmental Agreement. PWP and ISD,  
19 individually, shall at any time during business hours, and as often as DPH may deem necessary, make  
20 available to DPH for examination all its records and data with respect to the matters covered by this  
21 interdepartmental agreement. PWP and ISD, individually, shall, upon the request by DPH, permit DPH  
22 to audit and inspect all such records and data necessary to ensure PWP's and/or ISD's compliance with  
23 the terms of this Agreement.


24 PWP and ISD shall provide DPH with access to all records for audit purposes.  
25 Furthermore, PWP and ISD shall retain all records for a minimum of five (5) years following the  
26 expiration of this Interdepartmental Agreement. In the event of any outstanding State of California or  
27 Federal audits or exceptions, PWP and ISD agree individually to retain their records until such audits  
28 and exceptions are finalized.




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IN WITNESS WHEREOF, the DEPARTMENTS have executed this Interdepartmental Agreement  
as of the day and year first hereinabove written.


**COUNTY OF FRESNO  
DEPARTMENT OF PUBLIC HEALTH**

  
\_\_\_\_\_  
David Luchini, Director of Public Health

**COUNTY OF FRESNO**

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

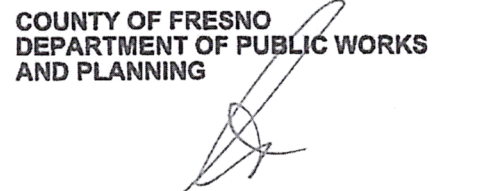
**COUNTY OF FRESNO  
INTERNAL SERVICES DEPARTMENT**

  
\_\_\_\_\_  
Edward Hill, Interim Director of Internal  
Services/Chief Information Officer

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

By:   
\_\_\_\_\_  
Deputy

**COUNTY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS  
AND PLANNING**

  
\_\_\_\_\_  
Steven E. White, Director of Public Works  
and Planning

FOR ACCOUNTING USE ONLY:  
ORG: 56201500  
Account: 8150  
Program: 91760



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**Exhibit A**

**Scope of Work**

The Department of Public Health (DPH) experienced a flood in 2018 that destroyed the basement area of the Bix and Mercer Buildings. This Program will deliver a newly redesigned basement at the Brix-Mercer Facility which will support the development of the County workforce in all service areas, storage, training spaces, and conference rooms. The basement design will include additional space and storage for DPH programs, while still having the capacity for storing large assets, or larger inventory to respond accordingly to public health emergencies. The County's response to COVID-19 in 2020 highlighted the importance of sufficient space for both surge staffing for emergency supplies and prophylaxis received through State or Federal agencies. The basement improvements, as envisioned, will be made available for use by other County Departments, community-based organizations, and the public to conduct community meetings, health education forums, and health trainings.

The Program will include expenditures consisting of, but not limited to, build out the Architectural, Mechanical, Structural, Fire Sprinkler, Plumbing, HVAC, and Electrical to provide multipurpose and functional areas in the Brix-Mercer Basements. All Departments are required to comply with applicable current laws and regulations related to pre-construction and construction activities and services.

Under this Scope of Work, the architect of record, Muratore Associates will provide professional design services. The Departments will provide all other work as required by the below tasks.

The Scope is organized into the following tasks:

- **Task 1:** Finalize Project design – this includes approval by all Departments subject to this Interdepartmental Agreement, to comply with and finalize approvals with other outside agencies (i.e. Fire Department, etc.) to issue permits required for construction.
- **Task 2:** Submit Project for Construction Bids – this includes the entirety of the procurement process from Request for Quotation, submittal of bids, bid review, bid selection, and Notice to Proceed. The Departments agree that the Notice to Proceed will be issued no later than first quarter of 2025 and commit to fully expend funding provided by American Rescue Plan Act – State and Local Fiscal Recovery Fund (ARPA-SLFRF) by no later than June 30, 2026.

- 1 • Task 3: Management of Project and Project Alternatives – this includes management of the
- 2 ongoing projects and alternatives outlined in the event of an increase or decrease of funding
- 3 expenditure mentioned in the Interdepartmental Agreement.
- 4 • Task 4: Project Completion – this includes working toward the completion of the project by no
- 5 later than June 30, 2027.

6 The Departmental Responsibilities are as follows:

7 **DPH**

- 8 A. DPH shall make the basements of the Brix and Mercer Buildings available to PWP
- 9 and ISD.
- 10 B. DPH has allocated an initial sum of ten million, four hundred thousand dollars
- 11 (\$10,400,000.00) to fund basement improvements and provide a Notice to Proceed
- 12 to ISD/PWP. ARPA funding at three million dollars (\$3,000,000.00) is authorized
- 13 from the Board of Supervisors for this project. The remaining seven million four
- 14 hundred thousand dollars (\$7,400,000.00) will be provided from DPH local
- 15 resources.
- 16 C. DPH shall provide PWP, and the County Administrative Office (CAO) with a copy of
- 17 the Department Capital Project Funding Form, attached as Exhibit B.
- 18 D. DPH will utilize the ARPA-SLFRF for the incurred costs of demolition, architectural
- 19 consultation, and to pay expenditures consisting of, but not limited to, build out the
- 20 Architectural, Mechanical, Structural, Fire Sprinkler, Plumbing, HVAC, and
- 21 Electrical.

22 **ISD**

- 23 A. ISD provided demolition of the Basement Rebuild which commenced on May 1,
- 24 2024, and completed on August 26, 2024. The total cost of two hundred sixty-six
- 25 thousand, six hundred fifty-six and 36/100 dollars (\$266,656.36) has been or shall
- 26 be paid with ARPA-SLFRF for costs associated with demolition, change orders,
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project management, and architectural consultation related to this portion of the Basement Rebuild.

- B. ISD will provide and make available all necessary information related to additional facility improvements (Mechanical, HVAC, Plumbing, Electrical, Security) that need to be incorporated into the rebuilding of the basements of the Brix and Mercer Buildings.
- C. ISD will provide for ongoing maintenance and repair in accordance with ISD's standard practices.
- D. ISD will provide itemized cost breakdowns for services and expenses including billable time for staff, design, pre-construction, construction, and closeout of the project.
- E. ISD will have a maximum of two hundred seventeen thousand, one hundred dollars (\$217,100.00) allocated from the total sum of ten million, four hundred thousand dollars (\$10,400,000.00) for the program management, operations submittals, fire suppression contractor coordination, and consultation on ongoing operations and equipment maintenance.

**PWP**

- A. PWP will work with the architect of record to finalize additions and changes requested by ISD and/or DPH.
- B. PWP will ensure that all changes made to design and as-builts are approved by DPH prior to implementation.
- C. PWP will provide itemized cost breakdowns for services and expenses including billable time for staff, design, pre-construction, construction, and closeout of the project. PWP's contractors bid package will be itemized to note materials utilized, and labor costs.
- D. PWP will have a maximum of six hundred fifty thousand dollars (\$650,000.00) allocated from the total sum of ten million, four hundred thousand dollars \$10,400,000.00 for project management and construction oversight.

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E. PWP shall utilize up to \$2,733,343.64 of DPH's ARPA-SLFRF allocation for the construction of the Basement Rebuild. These construction costs shall include, but are not limited to, work in the areas of Architectural, Mechanical, Structural, Fire Sprinkler, Plumbing, HVAC, and Electrical to deliver a newly redesigned basement at the Brix-Mercer Facility which will support the development of the County workforce in all service areas, storage, training spaces, and conference rooms.

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**Exhibit B**

**Department Capital Project Funding Form**

<b>Project Information</b>	
<b>Date:</b>	6/13/2024
<b>Department:</b>	Department of Public Health
<b>Program:</b>	Public Health
<b>Project Name:</b>	Brix-Mercer Basement Rebuilding Project
<b>Project Manager:</b>	(DPH) James Sponsler

<b>Budget Details</b>	
<b>Total Funding Available:</b>	\$10,900,000
<b>Funding sources:</b>	\$3,000,000 from ARPA, \$7,900,000 from Public Health Realignment and local resources to reach an estimated sum of \$10,900,000.
<b>% of State/Federal:</b>	28% Federal ARPA, 72% State Realignment
<b>% NCC:</b>	\$0.00
<b>Estimated Construction costs:</b>	\$10,400,000
<b>Estimated Furniture Fixture &amp; Equipment Costs:</b>	\$500,000
<b>Estimated Relocation Costs:</b>	\$0.00
<b>Estimated Maintenance Costs:</b>	\$110,542.50 annually
<b>Accounting string:</b>	
<b>Org:</b>	56201500
<b>Account:</b>	8150
<b>Fund:</b>	0001
<b>Subclass:</b>	10000
<b>Program:</b>	91760
<b>Funding Restrictions:</b>	MOU must be ready by 12/31/2024 for ARPA
<b>Maintenance Funding Plan:</b>	Funding plan will be included in annual ongoing building maintenance costs for the Brix-Mercer Building.