

AMENDMENT NO. 3 TO INTERDEPARTMENTAL AGREEMENT

This Amendment No. 3 to Interdepartmental Agreement ("Amendment No. 3") is dated August 11, 2026 and is between the County of Fresno ("County") County Administrative Office ("CAO"), County Department of Public Works and Planning ("PWP"), County General Services Department ("GSD"), and County Information Technology Services Department ("ITSD").

Recitals

A. The American Rescue Plan Act of 2021 ("ARPA") provided the County approximately \$194 million in Coronavirus State and Local Fiscal Recovery Funds ("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");

B. The County has approved an expenditure plan that sets funding appropriations for 81 major programs or projects, which are scheduled to be funded either in whole or in part by the County's ARPA funding;

C. The CAO oversees the County's ARPA expenditure plan, coordinates with department directors to monitor program implementation, and monitors ARPA spending for the County;

D. The former Internal Services Department ("ISD") received approval from the County's Board of Supervisors ("Board") for ARPA-SLFRF appropriations to fund the implementation of Heating Ventilation Air Conditioning ("HVAC") Improvements at certain essential County facilities, Generator/Electrical Improvements in Public Facilities, Communication Improvements for Public Services Improvements to Facilities Headquarters, and HVAC systems and electrical maintenance and repairs at downtown County public facilities (collectively, "Program");

E. ISD prepared Board agenda items for the initial scopes of work and funding appropriations for each ISD program on April 19, 2022, May 3, 2022, October 10, 2023, and June 18, 2024, which were all approved for ARPA-SLFRF funding by the Board;

F. On November 5, 2024, PWP, ISD, and the CAO entered into Agreement No. A-24-577 to memorialize the Program's scope of work for ARPA-SLFRF spending, methods to implement the individual programs, established timelines, and planned deliverables for each program. The

1 Agreement imposes conditions on the use of funds by ISD, and governs the provision of ARPA-
2 SLFRF funds, memorializing each department's activities, actions, and responsibilities for the
3 implementation and completion of ISD's ARPA-SLFRF Program;

4 G. On January 28, 2025, the Board approved the reorganization of ISD into two separate
5 departments, GSD and ITSD, effective February 28, 2025. From this reorganization, the two
6 separate departments continued to oversee their respective duties under the Program;

7 H. On September 23, 2025, the Board approved Amendment No. 1 to the Agreement to
8 separate the activities, actions, and responsibilities previously designated to ISD between the
9 new GSD and ITSD departments, and to update the Agreement to reflect the reassignment of
10 ARPA-SLFRF to support ongoing Program needs;

11 I. On April 7, 2026, the Board approved Amendment No. 2 to the Agreement to update
12 budget allocations, reassign cost saving from GSD's Program No. 7 to GSD's Program No. 1,
13 and revise language in Exhibit E-1 of the Agreement to support GSD's effort to expend its
14 ARPA-SLFRF allocations to address Program needs;

15 J. Since the approval of the Amendment No. 2, GSD has completed the awarded
16 programs, and actual expenditures to close are now known to GSD. GSD represents that an
17 amendment is necessary to reallocate \$580,848 in funding availability from GSD's Program No.
18 1 to GSD's Program No. 7, which will address critical finding needs for improvements in
19 downtown facilities and support GSD's efforts to expend its ARPA-SLFRF allocations for
20 completed Programs. Approval of Amendment No. 3 will update the recitals in the initial
21 Agreement and release \$29,905 in funds allocated to the GSD to the County's ARPA-SLFRF
22 Program.

23 The parties therefore agree as follows:

- 24 1. The Agreement Recital on page 1, lines 23 through 28 and on page 2, lines 1 and 2, is
25 deleted in its entirety, and replaced with the following:

26 "Whereas, the General Services Department ("GSD") received approval from the
27 County's Board of Supervisors ("Board") for ARPA-SLFRF appropriations to fund
28 the implementation of Heating Ventilation Air Conditioning ("HVAC")

1 Improvements at certain essential County facilities (up to \$5,965,683),
2 Generator/Electrical Improvements in Public Facilities (up to \$791,964), and
3 HVAC systems and electrical maintenance and repairs at downtown County
4 public facilities (\$1,922,872), and Improvements to Facilities Headquarters (up to
5 \$490,761); and, the Information Technology Services Department ("ITSD")
6 received approval from the Board for ARPA-SLFRF appropriations to fund
7 Communication Improvements for Public Services (\$1,500,000) (collectively,
8 "Program");

- 9 2. The Agreement Recital on page 2, lines 3 through 6 is deleted in its entirety, and
10 replaced with the following:

11 "Whereas, GSD and ITSD prepared Board agenda items for the initial scopes of
12 work and funding appropriations for each ARPA program on April 19, 2022, May
13 3, 2022, October 10, 2023, and June 18, 2024, which were all approved for
14 ARPA-SLFRF funding by the Board"

- 15 3. The Agreement Recitals on page 2, lines 12 through 18 are deleted in their entirety, and
16 replaced with the following:

17 "Whereas, PWP, GSD, ITSD, and the CAO have agreed to enter into this
18 Agreement to memorialize the Program's scope of work for SLFRF spending,
19 methods to implement the individual programs, establish timelines, and planned
20 deliverables for each program;

21 Whereas, PWP, GSD, ITSD, and the CAO have agreed to enter this Agreement
22 to impose conditions on the use of funds by GSD and ITSD, and to govern the
23 provisions of ARPA-SLFRF funds;

24 Whereas, the Agreement shall memorialize each department's activities, actions,
25 and responsibilities for the implementation and completion of GSD and ITSD
26 ARPA-SLFRF Programs."

- 27 4. Section 2, Subsections A and E, of the Agreement, as previously amended, are deleted
28 and replaced with the following:

1 "A. The Board approved up to \$5,965,681.65 in ARPA-SLFRF to be used by GSD for
2 Heating, Ventilation, and Air Conditioning (HVAC) Improvements at certain essential
3 County facilities (Exhibit A-3).

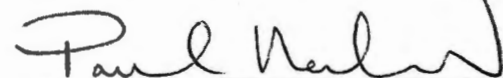
4 E. The Board approved up to \$1,922,872.00 in ARPA-SLFRF to be used by GSD for
5 HVAC system and electrical maintenance and repairs at downtown County public
6 facilities (Exhibit E-3)."

- 7 5. Exhibit A-2 of the Agreement, as previously amended, is deleted and replaced with
8 Exhibit A-3, attached and incorporated by this reference. All references to Exhibit A-2, as
9 previously amended, are replaced with references to Exhibit A-3.
- 10 6. Exhibit E-2 of the Agreement, as previously amended, is deleted and replaced with
11 Exhibit E-3, attached and incorporated by this reference. All references to Exhibit E-2, as
12 previously amended, are replaced with references to Exhibit E-3.
- 13 7. When all parties have signed this Amendment No. 3, the Agreement, Amendment No.1,
14 Amendment No. 2, and this Amendment No. 3 together constitute the Agreement.
- 15 8. This Amendment No. 3 may be signed in counterparts, each of which is an original, and
16 all of which together constitute this Amendment No. 3.
- 17 9. The Agreement as amended by this Amendment No. 3 is ratified and continued. All
18 provisions of the Agreement and not amended by this Amendment No. 3 remain in full
19 force and effect.

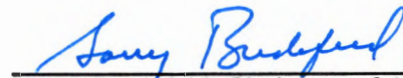
20 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

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4 **County of Fresno**
County Administrative Office

5 
6 Paul Nerland, County Administrative Officer

County of Fresno


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

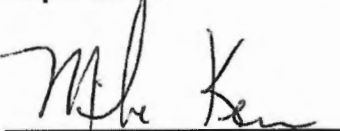
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8 **County of Fresno**
General Services Department

9 
10 Edward Hill, Chief Operating Officer/Interim
11 Director of General Services

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

By: 
Deputy

12
13 **County of Fresno**
Information Technology Services
14 **Department**

15 
16 Mike Kerr, Director of Information
17 Technology/Chief Information Officer

18
19 **County of Fresno**
Department of Public Works and Planning

20 
21
22 Steven E. White, Director of Public Works
23 and Planning

24
25 For accounting use only:

26 Org No.: 8905/8935
27 Account No.: 7295/7220
28 Fund No.: 1020/1045
Subclass No.: 10000

Exhibit A-3

HVAC Improvements at Certain Essential County facilities

Scope of Services and Conditions

The funds allocated for this Program will fund the modernization of heating, ventilation, and air conditioning (HVAC) units at certain essential County facilities serving the public that include, but are not limited to: up to 15 Fresno County public libraries, the Plaza, the Hall of Records, Juvenile Justice Campus (JJC), the Fresno County Animal Shelter, and other similar public facilities.

This Program would permit the GSD to prepare facility condition assessments, purchase, install, and make necessary ventilation improvements to address major capital investment needs, and replace existing HVAC systems. This Program will improve the effectiveness of indoor/outdoor air exchange and improve air-quality and ventilation systems in congregate areas for employees and for the visitors of those public facilities. Efficient HVAC units, along with other preventative actions, can help prevent the spread of airborne viruses, including COVID-19, through enhanced air filtration units.

Project deliverables for such ventilation improvements will include, but are not limited to: replacing package units, air handlers, cooling towers, and chillers, the initial design of a chiller plant, updating automation controls for air-intake systems, and other various HVAC-related improvements, or other expenses for parts, plans, or services needed to accomplish the Program. GSD will use available funds to improve the ventilation systems to as many locations as possible, under the direction of the CAO.

The improvements to the HVAC systems at each of the County locations shall be completed to the satisfaction of the CAO, and the CAO shall make the final determination whether GSD has satisfied its obligations under this Agreement.

There is no limit to the number of subprojects to be completed under this Program. GSD shall use a combination of Job Order Contracting ("JOC") agreements, internal staff labor, or

1 other established County agreements to complete subprojects until all funds for the Program are
2 fully expended.

3 If JOC agreements are utilized in completion of this Exhibit A-3, then the following
4 applies:

- 5 - GSD will receive a detailed scope of work from the JOC contractor that includes a line
6 item breakdown for material costs, and outlines work to be performed, and
- 7 - GSD will obtain a signed Notice to Proceed ("NTP") for the project and any required
8 change-order requests necessitated once work commences.

Exhibit A-3 (continued)

Contact Information and Funding Allocation

Program Information	
Department:	General Services Department
Program:	Public Health
Project Name:	Ventilation Improvements in Public Facilities, GSD No. 1
Project Manager:	GSD – Facility Services

Budget Details	
Total Funding Available:	\$5,965,681.65
Accounting String:	
Org:	8935
Account:	7220
Fund:	1045
Subclass:	10000
Program:	0
Funding Restrictions	MOU must be approved by 12/31/2024 for ARPA

Exhibit E-3

HVAC Systems and Electrical Maintenance and Repairs to Downtown County Public

Facilities

Scope of Services and Conditions

The funds allocated for this Program will fund necessary ventilation design and engineering, improvements, inspections, maintenance, and repairs to the HVAC systems, as well as generator and electrical maintenance and repairs to emergency generators, at downtown public facilities including, but not limited to, the Plaza Building, Hall of Records, Main Jail, South Annex Jail, and Sheriff's Office, and similar County public facilities. SLFRF are anticipated to fund expenditures related to design and engineering, improvements, inspections, maintenance and repairs to HVAC systems, and generator and electrical maintenance and repairs to emergency generators, which may also include, but is not limited to, temporary HVAC system and generator rentals, demolition of existing systems, associated freight costs, additional security for rented equipment, increased salaries and benefits from staff overtime, and any required parts and materials to expeditiously provide required repairs.

Project deliverables for a portion of the project includes restoring proper cooling and ventilation to the Hall of Records, South Annex Jail, Sheriff's Office and any similar public facilities, which includes, but is not limited to the following tasks: renting two temporary 150-ton chillers and respective cabling, removing and replacing a faulty drive, replacing piping, installing new grease zerks, replacing the fill/media, and performing other diagnostic and essential repairs. Tasks may also include but are not limited to the following: replacing package units, split units, and evaporator units, replacing water heaters, and other various HVAC-related improvements, or other expenses for parts, plans, or services needed to accomplish the HVAC portion of Program.

Deliverables for a portion of the project include taking all necessary steps to restore the current generator so it is operating appropriately, which can include but is not limited to diagnostics, replacing and upgrading parts within the generator, or replacement of the generator

1 such that the Plaza Building has an operation backup generator. The specific tasks to achieve
2 these deliverables include, but are not limited to: renting a 500kw diesel generator, performing
3 diagnostic testing including an engine flush, replacing the water pump an thermostat, performing
4 load bank studies, ordering necessary parts, and completing any other necessary repairs, or
5 other expenses for parts, plans, or services needed to accomplish the generator portion of the
6 Program.

7 Deliverables for this portion of the project include demolition of cogeneration facility
8 located at the Main Jail, which can include but is not limited to survey and documentation of
9 current structures, preparing drawings for the demolition and securing a demolition permit,
10 demolition of the cogeneration plant and disposal of all removed materials. The specific tasks to
11 achieve these deliverables include, but are not limited to: having an architect conduct a survey
12 of the cogeneration plant inclusive of an engineering study, mechanical and plumbing survey,
13 electrical survey, and confirmation of underground utility locations and provide architectural
14 drawings, have a general contractor complete the demolition, remove or relocate any existing
15 structures that are affected by the demolition (e.g., the fire main, communication lines, and
16 steam lines), remove all utilities, and appropriately disposing of all removed materials, or other
17 expenses for parts, plans, or services needed to accomplish the electrical portion of the
18 Program.

19 The improvements to the HVAC systems, as well as generator and electrical
20 maintenance and repairs to emergency generators, at County downtown public facilities shall be
21 completed to the satisfaction of the CAO, and the CAO shall make the final determination
22 whether GSD has satisfied its obligations under this Agreement.

23 There is no limit to the number of subprojects to be completed under this Program. GSD
24 shall use a combination of JOC agreements, internal staff labor, or other established County
25 agreements in order to complete subprojects until all funds for the Program as expended.

26 If JOC agreements are utilized in completion of this Exhibit E-3, then the following
27 applies:
28

- GSD will receive a detailed scope of work from the JOC contractor that includes a line-item breakdown for material costs, and outlines work to be performed, and
- GSD will obtain a signed NTP for the project and any required change-order requests necessitated once work commences.

GSD has identified the following County agreements as beneficial to completing work required under this Program. These County agreements, and other agreements, as necessary may be utilized in the completion of work for this Program:

- Agreement No. 20-425 with Cummins, Inc.
- Agreement No. 24-154 with ACCO Engineered Systems, Inc.
- Agreement No. 24-178 with Sunbelt Rentals, Inc.

Exhibit E-3 (continued)

Contact Information and Funding Allocation

Program Information	
Department:	General Services Department
Program:	Public Health
Project Name:	HVAC, Generator, and Electrical Improvement for Downtown Public Facilities, GSD No. 7
Project Manager:	GSD – Facility Services

Budget Details	
Total Funding Available:	\$1,922,872.00
Accounting String:	
Org:	8935
Account:	7220
Fund:	1045
Subclass:	10000
Program:	0
Funding Restrictions	MOU must be approved by 12/31/2024 for ARPA