

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this 18th day of July, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the CENTRAL CALIFORNIA FOOD BANK, a nonprofit corporation, whose address is 4010 E Amendola Drive, Fresno, CA 93725 ("Subrecipient").

WITNESSETH

WHEREAS, the County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") 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 ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383, and the laws of the State of California; and

WHEREAS, CDBG-CV funding has been made available to the County to prevent, prepare for, and respond to the coronavirus ("COVID-19"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds, and Subrecipient has submitted the Food Distribution, Project No. CV19251 ("Project"), for CDBG-CV funding; and

WHEREAS, the Subrecipient has estimated that the total cost of the Project is \$32,216, and has requested the sum of \$32,216 from the County's allocation of CDBG-CV funds to complete the Project; and

WHEREAS, at a public hearing conducted on April 19, 2022, the County Board of Supervisors approved the Project for funding; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan, as amended.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the Subrecipient and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION, TIME OF PERFORMANCE AND BUDGET

1 A. The Project consists of the procurement and distribution of food through
2 the Central California Food Bank for low and moderate-income citizens in several unincorporated
3 communities in the County, as well as in the City of Selma, who have been impacted by COVID-
4 19. The Project will assist these residents to obtain adequate nutrition.

5 B. The Subrecipient will be responsible for administering a CDBG-CV funded
6 project in a manner satisfactory to the County and consistent with standards required as a
7 condition of providing these funds.

8 C. The Project budget is estimated by the Subrecipient as follows:

9	Food Procurement – Unincorporated Communities	\$32,216
10	Total	\$32,216

11 D. Notwithstanding Subrecipient’s estimates in the above-described Project
12 budget, payments for the Project from CDBG-CV funds shall be limited to the Subrecipient’s
13 actual costs, and shall not exceed the total amount of \$32,216.

14 E. The proposed funding for the Project will be provided from the following
15 sources:

16	CDBG-CV	\$32,216
17	Local Contribution	<u>\$ 0</u>
	Total	\$32,216

18 F. Prior to any changes that may occur which would modify the scope of the
19 Project, the Subrecipient shall submit a written request to the County. The Subrecipient shall
20 send its written request to:

21 Community Development Grants
22 County of Fresno
23 Department of Public Works and Planning
24 Community Development Division
25 2220 Tulare Street, 6th Floor
26 Fresno, CA 93721

27 If the Director of the County Department of Public Works and Planning (“Director”) determines the
28 modified Project is still eligible under the Federal CDBG-CV regulations, the Director is authorized
to permit such modifications. The County shall specify in a letter to the Subrecipient whether such
modifications to the scope of the Project are authorized, and if the Subrecipient may proceed.

II. OBLIGATIONS OF THE COUNTY

1 A. The County shall reimburse the Subrecipient up to, but not more than,
2 \$32,216 in CDBG-CV funds for the Project for the Subrecipient's performance of its obligations
3 under this Agreement. All funds shall be paid in accordance with Section V of this Agreement.

4 B. The County shall review, within thirty (30) calendar days of receipt from
5 the Subrecipient, the proposal for the activities and specifications for the Project, as prepared by
6 the Subrecipient, for compliance with Federal regulations, conformance with state and local
7 requirements, and the total Project cost estimate, to ensure sufficient funds are available to
8 complete the Project. If such conditions have been met, the County shall specify in a letter to the
9 Subrecipient that these conditions have been met, and that the Project activities can commence.

10 C. The County may, upon request by the Subrecipient, allow alternate
11 procurement procedures permitted under 24 CFR Part 84, provided the Subrecipient submits
12 satisfactory documentation and justification.

13 D. The County shall conduct periodic inspections of the Project, as may be
14 required, in the determination of the County, to ensure that the intended activities and group of
15 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
16 Subrecipient's acceptance of the Project, the County shall conduct a final inspection of the
17 Project. If such conditions have been met, the County shall specify in a letter to the Subrecipient
18 that these conditions have been met.

19 III. OBLIGATIONS OF THE SUBRECIPIENT

20 A. The Subrecipient shall provide any and all sums of money in excess of
21 \$32,216, which may be necessary to complete the Project.

22 B. The Subrecipient shall collect and provide to the County information
23 necessary for program eligibility and reporting purposes. Such information shall include
24 household size, impact from COVID-19, and demographics.

25 C. The Subrecipient shall demonstrate in writing, and to the County's
26 satisfaction, that it has the authority, operational ability, and financial resources for providing the
27 services being provided with CDBG-CV funds under this Agreement prior to award of the Project.

28 D. Upon completion of the activity plan, the Subrecipient shall submit the plan

1 to the County. The County will ensure Federal CDBG requirements have been adhered to, and
2 review cost estimates to ensure sufficient funds are available. The Subrecipient shall obtain a
3 letter from the County specifying these conditions have been met.

4 E. The Subrecipient may request to utilize alternate procurement procedures
5 allowed under 24 CFR Part 84, subject to prior approval by the County.

6 F. The Subrecipient shall give written notice thereof to the County, to include
7 a copy of the executed contract between the Subrecipient and the vendor.

8 G. All proposed changes to the planned activities shall not proceed until prior
9 written approval has been given by the County. Request for approval of a change of services
10 provided shall include a narrative description of the work, a cost or price analysis in accordance
11 with HUD requirements, and a written certification from the Subrecipient that the approval of the
12 change is consistent with the final cost estimate approved by the County. In addition, the
13 Subrecipient shall certify that the change is within the scope of the Project and is necessary to
14 complete the Project.

15 H. The County has determined that the Project is exempt from the provisions
16 of the California Environmental Quality Act (CEQA) and the National Environmental Protection
17 Act (NEPA).

18 I. Upon completion of the Project, the Subrecipient shall notify the County
19 so a County representative may review the Project to determine that it was completed in
20 accordance with the scope of work approved and authorized pursuant to this executed
21 Agreement.

22 J. Upon approval of Project completion by the County, the Subrecipient shall
23 provide the County with a resolution of acceptance, or similar documentation, demonstrating that
24 the Project was completed in accordance with the scope of work approved and authorized
25 pursuant to this executed Agreement and any approved subsequent amendments and/or
26 changes, and that the Subrecipient has completed the Project. Prior to the final request for
27 payment, the Subrecipient shall also provide the County with a written summary of all Project
28 work completed with CDBG-CV and other funds.

1 K. During the contract period, the Subrecipient shall complete and submit
2 annually on June 1, and upon completion of the Project, a Project Outcome Measurement Report
3 (POM) form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by
4 reference. The POM shall contain the following information for the County's Federal reporting
5 purposes to the U.S. Department of Housing and Urban Development (HUD):

- 6 1. Total number of households/persons assisted.
- 7 2. Number of total households/persons assisted that:
 - 8 a. Now have new access to this type of service or facility.
 - 9 b. Now have improved access to this type of service or facility.
 - 10 c. Now are served by a service or facility that is no longer
11 substandard.

12 L. The Subrecipient must inform the County in writing of any program income
13 generated by the expenditure of CDBG-CV funds. Any program income generated as a result of
14 the Project must be paid to the County. For purposes of this Agreement, program income is
15 defined as proceeds received as a result of the CDBG-CV funded activities. If the Subrecipient
16 contributed financially to the Project, the Subrecipient may retain a share of the program income
17 in proportion to the Subrecipient's contribution to the Project, after the Subrecipient has provided
18 a written accounting acceptable to the County.

19 M. The Subrecipient acknowledges that the County may periodically inspect
20 the Project to ensure that the services are being provided as described in this Agreement. The
21 Subrecipient agrees to provide any necessary information to the County to carry out such
22 inspections. Furthermore, the Subrecipient agrees to take corrective action if the County
23 determines that modifications to the use and location of the Project have resulted in a violation
24 of the Federal CDBG regulations.

25 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

26 A. The Subrecipient shall, and shall cause its consultants, contractors, and
27 subcontractors to, comply with all applicable State and Federal laws and regulations governing
28 the Project.

1 B. Whenever the Subrecipient uses the services of a contractor, the
2 Subrecipient shall require that the contractor comply with all Federal, State and local laws,
3 ordinances, regulations and Fresno County Charter provisions applicable in the performance of
4 their work.

5 C. This Project is subject to the requirements of Section 3 of the Housing and
6 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u), and all applicable rules and
7 orders issued hereunder. Compliance will be a condition of the Federal financial assistance
8 providing under this Agreement, and binding upon the Subrecipient and any of the Subrecipient's
9 subcontractors. The Subrecipient certifies and agrees that no contractual or other disability exists
10 that would prevent compliance with these requirements. The Subrecipient further agrees to
11 comply with these Section 3 requirements, and to include the following language in all
12 subcontracts executed under this Agreement: "The work to be performed under this Agreement
13 is a project assisted under a program providing direct Federal financial assistance from HUD and
14 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,
15 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and
16 employment be given to low- and very low- income residents of the project area, and that
17 contracts for work in connection with the project be awarded to business concerns that provide
18 economic opportunities for low- and very low-income persons residing the metropolitan area in
19 which the project is located". Accordingly, the Subrecipient shall require any subcontractor to
20 complete and submit documentation prior to award of the contract, and upon Project completion,
21 that compliance with the Section 3 clause has been met.

22 D. Whenever the City receives at least \$100,000 for a project from the
23 County's CDBG Program under this Agreement, the Subrecipient shall complete and submit to
24 the County Community Development Division a "Certification of Payments to Influence Federal
25 Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise,
26 before the Subrecipient awards a contract using at least \$100,000 of such CDBG-CV funds, the
27 Subrecipient shall require the subcontractors to complete and submit these two (2) forms
28 described hereinabove to both the Subrecipient and the County.

1 V. PAYMENT FOR THE PROJECT

2 A. It is expressly agreed and understood that the total amount to be paid by
3 the County under this Agreement shall not exceed \$32,216. At monthly intervals, the
4 Subrecipient shall submit a written request to the County for payment of eligible expenses
5 incurred in accordance with the performance of this Agreement. The request for the County to
6 make such a payment shall be in accordance with the exemplar Project Pay Request Form,
7 attached as Exhibit 2, and incorporated by this reference. The request shall also be accompanied
8 by a written certification from the Subrecipient that the request for payment is consistent with the
9 amount of work that has been completed, and that the work is in accordance with the contract
10 documents and this Agreement. The request for payment shall also be accompanied by
11 documentation acceptable to the County, such as checks, invoices or vouchers for services or
12 materials purchased, contractor's costs, or other costs chargeable to the Project. The requests
13 for payment shall also include the number of persons assisted, verification of COVID-19 impact,
14 and household demographics for reporting purposes. After appropriate review and inspection,
15 the County shall make payment from CDBG-CV funds provided in this Agreement for all eligible
16 costs specified herein up to the maximum amount payable under Section I. Payments may be
17 contingent upon certification of the Subrecipient's financial management system in accordance
18 with the standards specified in 24 CFR 84.21.

19 B. The CARES Act requires that there are adequate procedures in place to
20 prevent any duplication of benefits, as required by section 312 of the Stafford Act, as amended
21 by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254;
22 42 U.S.C. 5121 et seq.). Duplication of benefits occurs when Federal financial assistance is
23 provided to Subrecipient, and Subrecipient has received (or would receive, by acting reasonably
24 to obtain available assistance) financial assistance for the same costs from any other source
25 (including insurance), and the total amount received exceeds the total need for those costs.
26 Subrecipient is required to certify that every request for payment does not constitute duplication
27 of benefits. Subrecipient agrees to repay any amount that is determined to be duplicative.

28 C. Any savings realized in the final cost of the Project, due to Project cost

1 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to
2 reduce the amount of this Project paid for with CDBG-CV funds in the same pro-rata share that
3 CDBG-CV funds were used in payment of the Project. If the Subrecipient is required to provide
4 any additional funds toward the Project other than described in this Agreement, any cost savings
5 shall be first used to reimburse the Subrecipient for its contribution in excess of the total amount
6 provided by this Agreement.

7 D. The County shall not be bound by any agreement between the
8 Subrecipient and its agents.

9 E. Upon the completion of the Project, the Subrecipient shall submit to the
10 County Community Development Division a written request for final payment of costs, which
11 shall provide a detailed description of the Project pay items and costs. The final pay request
12 shall be in accordance with Exhibit 2. The County shall not be obligated to make any
13 payments under this Agreement if the request for payment is submitted by the Subrecipient
14 after the deadline specified in Section V.C. An extension to the deadline may be granted by
15 the Director prior to the deadline if the Subrecipient can demonstrate just cause for the delay.

16 F. The County may withhold payment of the final payment request made by
17 the Subrecipient, until a final POM and written summary of all Project work completed with
18 CDBG-CV and other funds have been submitted to the County.

19 G. All requests for payment and supporting documentation shall be sent to:

20 Business Manager
21 County of Fresno
22 Department of Public Works and Planning
23 Financial Services Division
24 2220 Tulare Street, 6th Floor
25 Fresno, CA 93721

26 H. The Subrecipient agrees to comply with 24 CFR 84.21-18, and agrees to
27 adhere to the accounting and bookkeeping procedures in accordance required therein.
28 Subrecipient must utilize adequate internal controls and maintain necessary source
documentation for all costs paid with CDBG-CV funds in accordance with the performance of
this Agreement.

1 I. All records and accounts shall be available for inspection by the County,
2 the State of California, if applicable, the Comptroller General of the United States, and HUD or
3 any of their duly authorized representatives at all reasonable times for a period of at least four
4 (4) years following final payment under this Agreement, or the closure of all other pending
5 matters, whichever is later. Records shall include but not be limited to: Records providing a full
6 description of each activity; records documenting compliance with the fair housing and equal
7 opportunity components; financial records as required by 24 CFR 570.502, and 24 CFR 84.21-
8 28 and any other records necessary to document compliance. The Subrecipient shall certify
9 accounts when required or requested by the County.

10 J. The Subrecipient shall maintain client data demonstrating eligibility for
11 services provided. Such data shall include, but not be limited to, client name, income level or
12 other basis for determining eligibility, and description of service. Such information shall be made
13 available to County monitors or their designees for review upon request. The Subrecipient
14 understands that client information collected under this contract is private and the use or
15 disclosure of such information, when not directly connected with the administration of the
16 Subrecipient's responsibilities with respect to services provided under this contract, is prohibited,
17 unless written consent is obtained from such person receiving service.

18 K. The Subrecipient, as a subrecipient of Federal financial assistance, is
19 required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501
20 et seq.), as amended. Whenever the Subrecipient receives CDBG-CV funds from the County for
21 the Project, a copy of any audit performed by the Subrecipient in accordance with said Act shall
22 be forwarded to the County Community Development Grants Program Manager within nine (9)
23 months of the end of any Subrecipient fiscal year in which funds were expended and/or received
24 for the Project. Failure to perform the requisite audit functions as required by this paragraph may
25 result in the County performing any necessary audit tasks or, at the County's option, the County
26 contracting with a public accountant to perform the audit. All audit costs related to the
27 Subrecipient's failure to perform the requisite audit are the sole responsibility of the Subrecipient,
28 and such audit work costs incurred by the County shall be billed to the Subrecipient, as

1 determined by County's Auditor-Controller/Treasurer-Tax Collector. In the event the Subrecipient
2 is only required to perform an audit under the provisions of the Act because the Subrecipient is
3 receiving CDBG-CV funds, the County may perform, or cause to be performed, the required audit
4 to determine whether funds provided through this Agreement have been expended in
5 accordance with applicable laws and regulations. Any audit-related costs incurred by the County
6 under this provision shall be charged to the County CDBG Program. The Subrecipient agrees to
7 take prompt and appropriate corrective action on any instance of material non-compliance with
8 applicable laws and regulations.

9 L. The Subrecipient shall send a copy of the audit to:

10 Community Development Grants
11 County of Fresno
12 Department of Public Works and Planning
13 Community Development Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

14 VI. INDEMNIFICATION

15 The Subrecipient shall indemnify, defend, and save harmless the County, its
16 officers, agents, and employees from and against any and all damages, claims, and losses
17 whatsoever (including attorney's fees and costs) occurring or resulting to persons, firms, or
18 corporations furnishing or supplying work, services, materials, or supplies in connection with the
19 performance of this Agreement, and from any and all damages, claims, and losses (including
20 attorney's fees and costs) occurring or resulting to any person, firm, or corporation for damage,
21 injury, or death arising out of or connected with the Subrecipient's performance of, or failure to
22 perform, its obligations under this Agreement. The provisions of this Section VI shall survive the
23 termination of this Agreement.

24 VII. TIME OF PERFORMANCE

25 A. The following schedule shall commence on the date this Agreement is
26 executed by the County.

27 1. Complete Distribution Plan and Submit to the County for Review –
28 previously completed.

1 2. Complete County Review and Approval of Distribution Plan –
2 previously completed.

3 B. All Project services shall be completed by the Subrecipient no later than
4 August 31, 2023.

5 C. The final POM Report, written summary of all work completed, and request
6 for final payment shall be submitted to the County no later than September 30, 2023.

7 D. The Subrecipient shall give immediate written notification to the County
8 Community Development Division of any events that occur which may affect the above time
9 schedule and completion date and the time schedule specified in the contract documents, or any
10 event that may have significant impact upon the Project or affect the attainment of the Project's
11 objectives. The Director is authorized to adjust the above schedule if, in the Director's judgment,
12 any delay is beyond the control of the parties involved.

13 E. Time is of the essence in the Subrecipient's performance of this
14 Agreement.

15 VIII. BREACH OF AGREEMENT

16 In the event the Subrecipient fails to comply with any of the terms of this Agreement,
17 the County may, at its option, deem the Subrecipient's failure a material breach of this Agreement,
18 and utilize any remedies permitted by law that the County deems appropriate. Should the County
19 deem a breach of this Agreement material, the County shall immediately be relieved of its
20 obligations to make further payment as provided herein. Termination of this Agreement due to
21 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal
22 relief in a court of law or equity, including the recovery of damages. In addition to the termination
23 of the Agreement by the County due to a material breach of this Agreement by the Subrecipient,
24 the County may also terminate this Agreement for convenience, in accordance with state and
25 federal law.

26 IX. TERMINATION OF PROJECT

27 A. If the Subrecipient decides to cancel the Project covered by this
28 Agreement, the Subrecipient shall submit a request in writing to the County Department of Public

1 Works and Planning, Community Development Division explaining just cause for the request.
2 The Director is authorized to approve such a request if, in the Director's judgment, there is just
3 cause for the Project's cancellation.

4 B. If the Subrecipient's request to cancel the Project covered by this
5 Agreement is approved by the Director, the Subrecipient shall promptly return to the County all
6 CDBG-CV funds paid pursuant to this Agreement.

7 X. VENUE: GOVERNING LAW

8 Venue for any action arising out of or relating to this Agreement shall be only in
9 Fresno County, California. The rights and obligations of the parties and all interpretation and
10 performance of this Agreement shall be governed in all respects by the laws of the State of
11 California.

12 XI. ENTIRE AGREEMENT

13 This Agreement constitutes the entire agreement between the Subrecipient and the
14 County, with respect to the subject matter hereof, and supersedes all previous negotiations,
15 proposals, commitments, writings, advertisements, publications, and understandings of any nature
16 whatsoever, unless expressly included in this Agreement.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///


28 ///

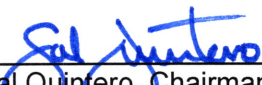
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on page one of this Agreement.

CENTRAL CALIFORNIA FOOD BANK
SUBRECIPIENT

COUNTY OF FRESNO


By: 
Kym Dildine, Co-CEO


Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

Date: 6/2/2023

Date: 7/18/23

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: 7295
PROJECT NO: CV19251
ACTIVITY CODE: 7308

REMIT TO:

Central California Food Bank
Attention: Kym Dildine, Co-CEO,
4010 E Amendola Drive
Fresno, CA 93725
Telephone: (559) 304-1960

JA:MV
G:\7205ComDev\~Agendas-Agreements\2022\0607_Central California Food Bank Food Distribution CDBG CV19251_Agt.docx
5/31/2023

**Exhibit 1
County of Fresno
Project Outcome Measurement Report**

Project #: _____ Project Name: _____

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Year Reported: July 1, 202____ through June 30, 202____
2. Enter the number of persons assisted by race and ethnicity:

	Total	Hispanic/Latino
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African American & White		
Asian & White		
American Indian/Alaskan Native & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		

3. Total number of persons assisted: _____
4. Please briefly describe the accomplishments made on this project in the past year. If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

Exhibit 2

Project Pay Request

Date

Business Manager
County of Fresno
Department of Public Works and Planning
Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Subject: Request for Payment, CDBG-CV Project No. _____
<District Name>
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$_____ for project costs.

The District certifies that this request for payment is consistent with the amount of services provided to date, in accordance with executed Agreement, and as evidenced by the enclosed invoices and supporting documents. The District also certifies that this request does not constitute a duplication of benefits under federal requirements as described in Section V, Paragraph B of the Agreement.

<u>Payee</u>	<u>Invoice #</u>	<u>Amount</u>
--------------	------------------	---------------

Sincerely,

<District Manager>
<District Name>

Enclosure(s)