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## AGREEMENT

THIS AGREEMENT ("Agreement") is made this 24th day of October, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the DEL REY COMMUNITY SERVICES DISTRICT ("District").

### WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant ("CDBG") Program activities for 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, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the District has submitted the Del Rey Wastewater Treatment Plant Hazard Reduction, Project No. 23151 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$300,000, and the District has requested the sum of \$300,000 in CDBG funds be made available for the Project; and

WHEREAS, at a public hearing conducted on May 9, 2023, the County Board of Supervisors approved as part of approving the County's 2023-2024 Annual Action Plan, the usage of \$300,000 in CDBG funds for the Project, as requested by the District; and

WHEREAS, there is \$300,000 in CDBG funds that may be made available to the District for the Project this fiscal year; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2023-2024 Annual Action Plan.

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

#### I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project includes the demolition and removal of abandoned structures and equipment at the existing Del Rey Wastewater Treatment Plant (WWTP). Pipes, electrical

1 equipment, and other structures will be removed, and open pits will be filled in and capped with  
2 concrete. The work will reduce hazards and remove habitat for rats and other vermin. There is no  
3 expansion of system capacity. The Project will be located at the Del Rey Wastewater Treatment  
4 Plant on the southwest corner of East American Avenue and South Indianola Avenue.

5 B. The Project site is owned by the District.

6 C. The work to be funded with CDBG funds is as follows:

7 1. Obtain all necessary permits.

8 2. Perform all necessary design engineering, including, but not limited  
9 to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents and  
10 a cost or price analysis, review of bids and recommendation for award.

11 3. Prepare and advertise Project bid notices and award construction  
12 contracts including, but not limited to, the printing of bid documents, publishing of notices, and  
13 preparation of bid summary.

14 4. Perform all construction engineering including, but not limited to,  
15 shop drawing review and approval, contract change order preparation, surveying, staking,  
16 inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and  
17 contract administration.

18 5. Provide related eligible improvements.

19 D. The Project budget is estimated by the District as follows:

|    |                                   |               |
|----|-----------------------------------|---------------|
| 20 | Construction                      | \$242,500     |
| 21 | Design & Construction Engineering | 37,500        |
|    | Contingency, Permits & Misc.      | <u>20,000</u> |
| 22 | Total                             | \$300,000     |

23 E. Notwithstanding District's estimates described in the above-described  
24 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual  
25 costs, and in any event shall not exceed the total amount of \$300,000. In the event CDBG funds  
26 are not sufficient, the District shall in any event complete the Project using its own funds.

27 F. The proposed funding for the Project shall be provided from the following  
28 sources:

1 CDBG \$300,000

2 G. Prior to any proposed changes that may occur which would modify the  
3 scope of the Project, the District shall submit a written request to the County. The District shall  
4 send its written request to:

5 Community Development Grants  
6 County of Fresno  
7 Department of Public Works and Planning  
8 Community Development Division  
9 2220 Tulare Street, 6<sup>th</sup> Floor  
10 Fresno, CA 93721

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

15 II. OBLIGATIONS OF THE COUNTY

16 A. The County shall reimburse the District up to, but not more than, \$300,000  
17 in CDBG funds for the Project for the District’s performance of its obligations under this Agreement.  
18 All funds shall be paid in accordance with Section V of this Agreement.

19 B. The County shall review, within thirty (30) calendar days of receipt from the  
20 District, the engineer selection process description and summary of the analysis, as prepared by  
21 the District, to verify that a competitive process was conducted in accordance with U.S. Department  
22 of Housing and Urban Development (HUD) procurement standards. If such conditions have been  
23 met, the Department of Public Works and Planning, Community Development Division (Division)  
24 shall specify in a letter to the District that these conditions have been met, and that the engineering  
25 contract can be awarded.

26 C. The County shall review, within forty-five (45) calendar days of receipt from  
27 the District, the design plans and specifications for the Project, as prepared by the District, for  
28 compliance with Federal regulations, conformance with applicable code requirements sufficient to  
allow for construction-related permit issuance, and the total Project cost estimate, to determine  
whether sufficient funds are available to complete the Project. If such conditions have been met,

1 the Division shall specify in a letter to the District that these conditions have been met and that the  
2 Project can be advertised. If such conditions have not been met, the Project will not move forward  
3 unless the District receives an approval letter from the Division.

4 D. The County shall also review, within twenty-one (21) calendar days of  
5 receipt from the District, the name of the low bidder, and cost or price analysis of the low bid  
6 proposal prepared by the District, to determine whether the contractor will be reasonably  
7 compensated in accordance with Federal requirements, and to verify that the contractor is bonded,  
8 and has not been disbarred or suspended from participating in Federal projects. If such conditions  
9 have been met, the Division shall specify in a letter to the District that these conditions have been  
10 met, and that the contract can be awarded. If such conditions have not been met, the Project will  
11 not move forward unless the District receives an approval letter from the Division.

12 E. The County shall attend the pre-construction meeting between the District  
13 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,  
14 and to inform the District and contractor that the County will conduct field reviews to determine  
15 whether labor compliance and other conditions of the construction contract are being met.

16 F. The County shall conduct periodic inspections of the Project, as may be  
17 required, in the determination of the County, that the intended use and group of beneficiaries of  
18 the Project, as identified by the District in the application, have not changed. Upon completion of  
19 the Project, but prior to the District's acceptance of the Project, the County shall conduct a final  
20 inspection of the Project. If such conditions have been met, the Division shall specify in a letter to  
21 the District that the conditions of this Section have been met. If such conditions have not been met,  
22 the Project will not move forward unless the District receives an approval letter from the Division.

23 G. Notwithstanding anything to the contrary in this Section II or Section III of  
24 this Agreement, the County's determinations and actions under this Section II and Section III of  
25 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated  
26 herein, and do not relieve the District of its obligations, or lessen the District's obligations, under  
27 this Agreement.

28 III. OBLIGATIONS OF THE DISTRICT

1           A.     The District shall provide any and all sums of money in excess of \$300,000  
2 which may be necessary to complete the Project. For the purposes of awarding the construction  
3 of the Project within the Agreement amount, the bid documents shall include any proposed additive  
4 or deduct alternatives.

5           B.     The District shall demonstrate in writing, and to the County's satisfaction,  
6 that it has the authority, operational ability, and financial resources for maintaining the  
7 improvements constructed with CDBG funds under this Agreement, prior to award of construction  
8 of the Project.

9           C.     The District shall perform, or cause to be performed, all engineering work  
10 required for the Project.

11           D.     In selecting an engineer to perform any engineering work required for the  
12 Project, the District shall go through a competitive process in accordance with Chapter 4.10 of the  
13 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the  
14 engineer, the District shall prepare a written description of the process, perform a cost or price  
15 analysis, and submit the process description and summary of the analysis to the Division for  
16 review. The District shall obtain a letter from the Division specifying that the conditions of this  
17 Section have been met.

18           E.     The District shall specify in agreements with its consultants that all  
19 engineering work funded with CDBG funds shall become the property of the District upon payment  
20 by the District for the cost of such engineering work.

21           F.     The District shall furnish evidence, to the satisfaction of the Division, prior to  
22 the County's authorization to advertise for bids, that it has free and clear title to all parcels of real  
23 property on which Project improvements will be located, with any liens or encumbrances noted,  
24 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,  
25 and State and local approvals required for the completion of the Project.

26           G.     Upon completion of the design engineering, the District shall submit the  
27 plans and specifications to the Division. The Division will ensure Federal CDBG requirements  
28 have been adhered, to and will review cost estimates, to ensure sufficient funds are available. The

1 District shall obtain a letter from the Division specifying these conditions have been met, and that  
2 the District is approved to advertise for bids to construct the Project.

3 H. The District shall advertise for bids, and shall award the construction  
4 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening,  
5 the District shall notify the County of the date, time, and location of the bid opening.

6 I. Within seven (7) calendar days following the bid opening, the District shall  
7 furnish the Division with the name of the low bidder, and cost or price analysis of the low bid  
8 proposal prepared by the District, so that the County may verify with the Labor Relations and Equal  
9 Opportunity Division of the HUD Area Office that the low bidder is bonded and has not been  
10 debarred or suspended from participating in Federal projects, and that the contractor will be  
11 reasonably compensated in accordance with Federal requirements. The District shall obtain a  
12 letter from the County specifying these conditions have been met, and that the District is approved  
13 to award the Project for construction.

14 J. The District shall conduct a pre-construction meeting with the contractor,  
15 and shall notify the Division at least ten (10) calendar days prior to the meeting so a representative  
16 of the County may attend to discuss CDBG labor compliance requirements for the Project.

17 K. The District shall require the contractor, and all subcontractors, to submit  
18 labor compliance documentation, including Certified Payroll, in the manner specified by the  
19 County's Labor Compliance Officer, including the use of electronic systems such as LCPtracker.

20 L. Prior to the construction start date, the District shall give written notice  
21 thereof to the Division, to include a copy of the executed contract between the District and the  
22 Contractor and the Notice to Proceed to the Division.

23 M. Concurrent with the submission of the first construction progress payment  
24 request, the District shall provide documentation demonstrating that all construction-related  
25 required permits have been issued by the County.

26 N. All proposed construction contract change orders shall not proceed until  
27 prior written approval has been given by the County. Request for approval of a change order(s)  
28 shall include a narrative description of the work, a cost or price analysis in accordance with HUD

1 requirements, a map depicting the location of the work addressed with the requested change order,  
2 and a written certification from the District that the approval of the change order is consistent with  
3 the final construction cost estimate approved by the County. In addition, the District shall certify  
4 that the change order is within the scope of the Project and is necessary to complete the Project.

5 O. The District shall send its written description of the engineer selection  
6 process, cost or price analyses, design plans, specifications, name of low bidder and low bid  
7 proposal, public notices, and all written correspondence to:

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

14 P. The District shall comply with the mitigation measures, conditions and notes  
15 identified in Environmental Review No. CD23151. A copy of the Review shall be provided to the  
16 District.

17 Q. Upon completion of the Project, the District shall notify the Division, so a  
18 representative of the Division may perform an inspection of the Project to confirm that it was  
19 completed in accordance with the scope of work approved and authorized pursuant to this  
20 executed Agreement.

21 R. Upon approval of Project completion by the County, the District shall provide  
22 the Division with a resolution of acceptance, or similar documentation, demonstrating that the  
23 Project was completed in accordance with the scope of work approved and authorized pursuant  
24 to this executed Agreement, and any approved subsequent amendments thereto and/or change  
25 orders, and that the District has accepted the Project. Prior to the final request for payment, the  
26 District shall also provide the County with a copy of the recorded Notice of Completion (NOC), a  
27 written summary of all Project work completed with CDBG and other funds, and documentation to  
28 demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as  
amended.

S. During the contract period, the District shall complete and submit annually

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

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

13 T. The District shall be responsible for maintenance of the Project after  
14 construction is completed, and shall perform such maintenance from non-CDBG resources.

15 U. The District must inform the County in writing of any program income  
16 generated by the expenditure of CDBG funds. Any program income generated as a result of the  
17 Project must be paid to the County. For purposes of this Agreement, program income is defined  
18 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on  
19 CDBG loans. If the District contributed financially to the improvement Project, the District may  
20 retain a share of the program income in proportion to the District's contribution to the Project, after  
21 the District has provided a written accounting acceptable to the County.

22 V. The District must obtain prior written approval from the County before  
23 making any modification or change in the use of any real property improved, in whole or in part,  
24 using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of,  
25 and opportunity to comment on, any proposed change to the use of real property improved with  
26 CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District  
27 for a use which does not qualify under the CDBG Program, the District shall reimburse the County  
28 in an amount equal to the current fair market value for the property, less any proportional share



1 thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in  
2 effect for five years after the Project is completed in HUD's Integrated Disbursement and  
3 Information System (IDIS). In the event the CDBG program is closed out, the requirements of this  
4 Section shall remain in effect for activities or property funded with CDBG funds, unless action is  
5 taken by the Federal government to relieve the District of these obligations.

6 W. The District acknowledges that the County may periodically inspect the  
7 Project to ensure that the property is being used as described in this Agreement. The District  
8 agrees to provide any necessary information to the County to carry out such inspections.  
9 Furthermore, the District agrees to take corrective action if the County determines that  
10 modifications to the use and location of the Project have resulted in a violation of the Federal  
11 CDBG regulations.

12 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

13 A. The District shall, and shall cause its consultants, contractors, and  
14 subcontractors to, comply with all applicable State and Federal laws and regulations governing the  
15 Project.

16 B. This project is subject to the provisions of the Build America, Buy America  
17 Act, which includes Buy American Preference (BAP) requirements for iron and steel. The District  
18 shall ensure that all plans and specifications include requirements that all construction materials  
19 subject to BAP are noted as such.

20 C. Whenever the District uses the services of a contractor, the District shall  
21 require that the contractor comply with all Federal, State and local laws, ordinances, regulations,  
22 and Fresno County Charter provisions applicable in the performance of their work.

23 D. This Project is subject to the requirements of Section 3 of the Housing and  
24 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the District shall  
25 require the prime contractor to complete and submit documentation prior to award of the  
26 construction contract, and upon Project completion that compliance with the Section 3 of the  
27 Housing and Urban Development Act of 1968 clause have been met.

28 E. Non-Discrimination: The District agrees to comply with the non-

1 discrimination in employment and contracting opportunities laws, regulations, and executive orders  
2 referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-  
3 discrimination provisions in Section 109 of the Housing and Community Development Act of 1974  
4 are still applicable.

5 F. Because the District is receiving at least \$100,000 for this Project from the  
6 County's CDBG Program under this Agreement, the District shall complete and submit to the  
7 Division a "Certification of Payments to Influence Federal Transactions" form and a "Standard  
8 Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the District awards a contract  
9 using at least \$100,000 of such CDBG funds, the District shall require the consultant and/or  
10 contractor and all their sub-consultants and/or subcontractors to complete and submit these two  
11 (2) forms described herein to both the District and the County.

12 G. Records Retention: The District shall retain all financial records, supporting  
13 documents, statistical records, and all other records pertinent to this Agreement for a period of four  
14 (4) years from the date of the submission of the County's consolidated annual performance and  
15 evaluation report to HUD in which the activities assisted under this Agreement are reported on for  
16 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of  
17 the records cited, and that have started before the expiration of the four-year record retention  
18 period, such records must be retained until completion of the actions and resolution of all issues,  
19 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),  
20 570.506).

21 V. PAYMENT FOR THE PROJECT

22 A. At monthly intervals, the District shall submit a written request to the County  
23 for payment of specified costs incurred in the performance of this Agreement. The request for the  
24 County to make such a payment shall be in accordance with the exemplar Project Pay Request  
25 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be  
26 accompanied by a written certification from the District that the request for payment is consistent  
27 with the amount of work that has been completed, and that the work is in accordance with the  
28 construction contract documents and this Agreement. The request for payment shall also be

1 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers  
2 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
3 The first construction progress payment request shall also be accompanied by documentation  
4 demonstrating that all construction-related required permits have been issued by the County. After  
5 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
6 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
7 Section I.

8           B. Any savings realized in the final cost of the Project, due to Project cost  
9 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
10 the amount of this Project paid for with CDBG funds.

11           C. Payment for advertising and award shall be based on the actual costs of  
12 printing and noticing.

13           D. The County shall not be bound by any agreement between the District and  
14 its agents.

15           E. The County may withhold payment of the final payment request made by  
16 the District until evidence is submitted to the County that a maintenance plan has been prepared  
17 and adopted for the improvements constructed with CDBG funds.

18           F. Upon the completion of the Project, the District shall submit to the  
19 Division a written request for final payment of costs, which shall provide a detailed description  
20 of the Project pay items and costs. The final pay request shall be in accordance with Exhibit 2  
21 to this Agreement. The County shall not be obligated to make any payments under this  
22 Agreement if the request for payment is submitted by the District more than sixty (60) calendar  
23 days after the NOC has been filed with the County Recorder's Office. An extension to the sixty  
24 (60) calendar day period may be granted by the Director prior to the deadline if the District can  
25 demonstrate just cause for the delay.

26           G. The County may withhold payment of the final payment request made by  
27 the District until a final POM, recorded NOC, written summary of all Project work completed with  
28 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in

1 Sections III-R and IV-D, have been submitted to the County.

2 H. All requests for payment and supporting documentation shall be sent to:

3 Business Manager  
4 County of Fresno  
5 Department of Public Works and Planning  
6 Financial Services Division  
7 2220 Tulare Street, 6<sup>th</sup> Floor  
8 Fresno, CA 93721  
9 [pwpbusinessoffice@fresnocountyca.gov](mailto:pwpbusinessoffice@fresnocountyca.gov) (if submitted by email)

7 I. The District shall establish accounting and bookkeeping procedures in  
8 accordance with standard accounting and bookkeeping practices, including, but not limited to,  
9 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in  
10 accordance with the performance of this Agreement. All records and accounts shall be available  
11 for inspection by the County, the State of California, if applicable, the Comptroller General of the  
12 United States, and HUD or any of their duly authorized representatives, at all reasonable times for  
13 a period as specified in Section IV-G. The District shall certify accounts when required or  
14 requested by the County.

15 J. The District, as a subrecipient of Federal financial assistance, is required to  
16 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501  
17 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of  
18 any audit performed by the District in accordance with said Act shall be forwarded to the County  
19 Community Development Grants Program Manager within nine (9) months of the end of any  
20 District fiscal year in which funds were expended and/or received for the Project. Failure to perform  
21 the requisite audit functions as required by this paragraph may result in the County performing any  
22 necessary audit tasks or, at the County's option, the County contracting with a public accountant  
23 to perform the audit. All audit costs related to the District's failure to perform the requisite audit  
24 are the sole responsibility of the District, and such audit work costs incurred by the County shall  
25 be billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In  
26 the event the District is only required to perform an audit under the provisions of the Act because  
27 the District is receiving CDBG funds, the County may perform, or cause to be performed, the  
28 required audit to determine whether funds provided through this Agreement have been expended

1 in accordance with applicable laws and regulations. Any audit-related costs incurred by the County  
2 under this provision shall be charged to the County CDBG Program. The District agrees to take  
3 prompt and appropriate corrective action on any instance of material non-compliance with  
4 applicable laws and regulations.

5 K. The District shall send a copy of the audit to:

6 Community Development Grants  
7 County of Fresno  
8 Department of Public Works and Planning  
9 Community Development Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

10 VI. INDEMNIFICATION

11 The District shall indemnify and hold harmless and defend the County (including its  
12 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,  
13 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to  
14 the County, the District, or any third party that arise from or relate to the performance or failure to  
15 perform by the District (or any of its officers, agents, subcontractors, or employees) under this  
16 Agreement. The County may conduct or participate in its own defense without affecting the  
17 District's obligation to indemnify and hold harmless or defend the County. The provisions of this  
18 Section VI shall survive the expiration or termination of this Agreement.

19 VII. TIME OF PERFORMANCE

20 A. The following schedule shall commence on the date this Agreement is  
21 executed by the County:

- 22 1. Complete Consultant Engineer Selection process – November 17,  
23 2023.
- 24 2. Complete Design Engineering and Submit to the County for Review  
25 – January 12, 2024.
- 26 3. Complete County Review and Approval of Plans – April 12, 2024.
- 27 4. Begin Advertising for Bids – May 3, 2024.
- 28 5. Award Construction Contract – June 20, 2024.

1 B. The Project shall be completed, and NOC shall be filed with the Fresno  
2 County Recorder's Office, no later than November 27, 2024.

3 C. The final POM Report, written summary of all work completed,  
4 documentation demonstrating compliance with the Section 3 clause, and request for final payment  
5 shall be submitted to the County no later than January 27, 2025.

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

12 E. Time is of the essence in the District's performance of this Agreement.

13 VIII. BREACH OF AGREEMENT

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

23  
24 IX. TERMINATION OF PROJECT

25 A. If the District wishes to cancel the Project covered by this Agreement, the  
26 District shall submit a request in writing to the Division explaining just cause for the request. The  
27 Director is authorized to approve such a request if, in the Director's judgment, there is just cause  
28 for the Project's cancellation.

1           B.     If the District's request to cancel the Project covered by this Agreement is  
2 approved by the Director, the District shall promptly return to the County all CDBG funds paid by  
3 the County to the District pursuant to this Agreement.

4           X.     VENUE; GOVERNING LAW

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

9           XI.    ENTIRE AGREEMENT

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

14          XII.   NO THIRD-PARTY BENEFICIARIES

15          This Agreement does not and is not intended to create any rights or obligations for  
16 any persons or entity except the parties. This Agreement is solely for the benefit of the County and  
17 the District and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

18          XIII.   AUTHORIZED SIGNATURES

19          The District represents and warrants to the County that:

20           A.     The District is duly authorized and empowered to sign and perform its  
21 obligations under this Agreement.

22           B.     The individual signing this Agreement on behalf of the District is duly  
23 authorized to do so and his or her signature on this Agreement legally binds the District to the  
24 terms of this Agreement.

25          XIV.   ELECTRONIC SIGNATURES

26          The parties agree that this Agreement may be executed by electronic signature as  
27 provided in this section.

28

1           A.     An “electronic signature” means any symbol or process intended by an  
2 individual signing this Agreement to represent their signature, including but not limited to (1) a  
3 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
4 scanned and transmitted (for example by PDF document) version of an original handwritten  
5 signature.

6           B.     Each electronic signature affixed or attached to this Agreement (1) is  
7 deemed equivalent to a valid original handwritten signature of the person signing this  
8 Agreement for all purposes, including but not limited to evidentiary proof in any administrative  
9 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
10 signature of that person.

11           C.     The provisions of this section satisfy the requirements of Civil Code  
12 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division  
13 3, Part 2, Title 2.5, beginning with section 1633.1).

14           D.     Each party using a digital signature represents that it has undertaken  
15 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs  
16 (1) through (5), and agrees that each other party may rely upon that representation.

17           E.     This Agreement is not conditioned upon the parties conducting the  
18 transactions under it by electronic means and either party may sign this Agreement with an  
19 original handwritten signature.

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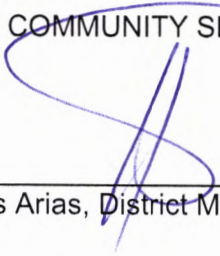
28 ///

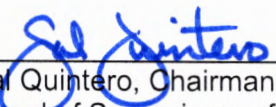


1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on  
2 page one of this Agreement.

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DEL REY COMMUNITY SERVICES DISTRICT COUNTY OF FRESNO

By:   
Carlos Arias, District Manager

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

Date: 9/21/2023

Date: 10-24-2023

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: N23151  
ACTIVITY CODE: 7219

REMIT TO:  
Del Rey Community Services District  
Attention: Carlos Arias, District Manager  
10649 E Morro Drive  
Del Rey, Fresno 93616  
Telephone: (559) 888-2272

JA:MV  
G:\7205ComDev\Agendas-Agreements\2023\1024\_Del Rey WWTP Hazard Reduction 23151\_AGT.docx  
August 30, 2023

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

Project #: 23151

Project Name: Del Rey WWTP Hazard Reduction

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. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
  
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: \_\_\_\_\_
  
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). 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 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 work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

| Payee | Invoice # | Amount |
|-------|-----------|--------|
|-------|-----------|--------|

Sincerely,

<District Manager>  
<District Name>

Enclosure(s)