

1 AGREEMENT

2 THIS AGREEMENT ("Agreement") is made this 9th day of September, 2025
3 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of
4 California ("County"), and the City of Fowler ("City").

5 WITNESSETH

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

10 WHEREAS, CDBG funding has been made available to the County for housing and
11 community development activities; and

12 WHEREAS, the City has submitted the Fowler Panzak Park ADA Improvements Project
13 No. 24231 ("Project") for CDBG funding; and

14 WHEREAS, the City has estimated that the total cost of the Project is \$1,121,781, and the
15 City has committed local funds to the Project in the amount of \$355,781, and needs \$766,000 in
16 CDBG funding to complete the Project; and

17 WHEREAS, the County can provide \$766,000 in CDBG funds needed for the Project from
18 City-generated CDBG program income; and

19 WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated
20 Plans, including the 2024-2025 Annual Action Plan and 2025-2026 Annual Action Plan.

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

23 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

24 A. The Project consists of accessibility improvements within an existing park,
25 reconstructing sidewalk, curb, and gutter around the perimeter of the park, the addition of sidewalk
26 for accessibility within the park, reconstruction of ADA curb ramps to meet current ADA standards,
27 modification of on-street parking to provide new ADA stalls with ramps, and installation of a
28 rubberized tile system beneath existing playground equipment. The Project is located in the

existing Fowler Panzak Park on the North East corner of 2nd and Merced Streets in the City of Fowler.

B. The Project site is owned by the City.

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

1. Obtain all necessary permits.

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

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

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

5. Provide related eligible improvements.

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

Construction	\$1,022,781
Design & Construction Engineering	97,000
Contingency, Permits & Misc.	<u>2,000</u>
Total	\$1,121,781

E. Notwithstanding the City's estimates described in the above-described Project budget, payments for the Project from CDBG funds shall be limited to the City's actual costs expended by the City, and in any event shall not exceed the total amount of \$766,000. In the event CDBG funds are not sufficient, the City shall complete the Project using its own funds.

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

CDBG	\$766,000
Local Financial Contribution	<u>355,781</u>
Total	\$1,121,781

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

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

7 If the Director of the County Department of Public Works and Planning ("Director") determines the
8 modified Project is still eligible under the Federal CDBG regulations, then the Director has the
9 authority to modify the scope, so long as the modifications do not change the fundamental nature
10 of the Project. The Director shall specify in a letter to the City that such modifications to the scope
11 of the Project are authorized, and if the City may proceed.

12 II. OBLIGATIONS OF THE COUNTY

13 A. The County shall reimburse the City up to, but not more than, \$766,000 in
14 CDBG funds for the Project for the City's performance of its obligations under this Agreement. All
15 funds shall be paid to the City in accordance with Section V-A of this Agreement.

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

23 C. The County shall review, within thirty (30) calendar days of receipt from the
24 City, the design plans and specifications for the Project, as prepared by the City, for compliance
25 with Federal regulations, and the total Project cost estimate, to determine whether sufficient funds
26 are available to complete the Project. If such conditions have been met, the Division shall specify
27 in a letter to the City that these conditions have been met and that the Project can be advertised.
28 If such conditions have not been met, the Project will not move forward unless the City receives

1 an approval letter from the Division.

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

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

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

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

26 III. OBLIGATIONS OF THE CITY

27 A. The City shall provide any and all sums of money in excess of \$766,000
28 which may be necessary to complete the Project. For the purposes of awarding the construction

1 of the Project within the Agreement amount, the bid documents may include any proposed additive
2 or deduct alternatives.

3 B. The City shall perform, or cause to be performed, all engineering work
4 required for the Project.

5 C. In selecting an engineer to perform any engineering work required for the
6 Project, the City shall go through a competitive process in accordance with Chapter 4.10 of the
7 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
8 engineer, the City shall prepare a written description of the process, perform a cost or price
9 analysis, and submit the process description and summary of the analysis to the Division for
10 review. The City shall obtain a letter from the Division specifying that the conditions of this Section
11 have been met.

12 D. The City shall specify in agreements with its consultants that all engineering
13 work funded with CDBG funds shall become the property of the City upon payment by the City for
14 the cost of such engineering work.

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

20 F. Upon completion of the design engineering, the City shall submit the plans
21 and specifications to the Division. The County shall ensure Federal CDBG requirements have been
22 adhered to, and review cost estimates to, ensure sufficient funds are available. The City shall
23 obtain a letter from the Division specifying these conditions have been met, and that the City is
24 approved to advertise for bids to construct the Project.

25 G. The City shall advertise for bids, and shall award the construction contract
26 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
27 shall notify the County of the date, time, and location of the bid opening.

28 H. Within seven (7) calendar days following the bid opening, the City shall

1 furnish the Division with the name of the low bidder, and cost or price analysis of the low bid
2 proposal prepared by the City, so that the County may verify with the Labor Relations and Equal
3 Opportunity Division of the HUD Area Office that the low bidder is bonded and has not been
4 debarred or suspended from participating in Federal projects, and that the contractor will be
5 reasonably compensated in accordance with Federal requirements. The City shall obtain a letter
6 from the County specifying these conditions have been met, and that the City is approved to award
7 the Project for construction.

8 I. The City shall conduct a pre-construction meeting with the contractor, and
9 shall notify the County Community Development Division at least ten (10) calendar days prior to
10 the meeting, so a representative of the County may attend to discuss CDBG labor compliance
11 requirements for the Project.

12 J. The City shall require the contractor, and all subcontractors, to submit
13 labor compliance documentation, including Certified Payroll, in the manner specified by the
14 County's Labor Compliance Officer, including the use of electronic systems such as LCPtracker.

15 K. Prior to the construction start date, the City shall give written notice thereof,
16 to the Division, to include a copy of the executed contract between the City and the Contractor and
17 the Notice to Proceed.

18 L. Proposed construction contract change orders shall not proceed until prior
19 written approval has been given by the County. Request for approval of a change order(s) shall
20 include a narrative description of the work, a cost or price analysis in accordance with HUD
21 requirements, a map depicting the location of the work addressed with the requested change order,
22 and a written certification from the City that the approval of the change order is consistent with the
23 final construction cost estimate approved by the County. In addition, the City shall certify that the
24 change order is within the scope of the Project and is necessary to complete the Project.

25 M. The City shall send its written description of the engineer selection process,
26 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,
27 public notices, and all written correspondence to:
28

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

N. The City shall comply with the mitigation measures, conditions and notes identified in Environmental Assessment No. CD24231 (the "Assessment"). A copy of the Assessment shall be provided to the City.

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

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

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

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:

- 1 a. Now have new access to this type of public facility or
- 2 infrastructure improvement.
- 3 b. Now have improved access to this type of public facility or
- 4 infrastructure improvement.
- 5 c. Now are served by a public facility or infrastructure that is no
- 6 longer substandard.

7 R. The City shall be responsible for maintenance of the Project after

8 construction is completed, and shall perform such maintenance from non-CDBG resources.

9 S. The City must inform the County in writing of any program income generated

10 by the expenditure of CDBG funds. Any program income generated as a result of the Project must

11 be paid to the County. For purposes of this Agreement, program income is defined as proceeds

12 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If

13 the City contributed financially to the improvement Project, the City may retain a share of the

14 program income in proportion to the City's contribution to the Project, after the City has provided

15 a written accounting acceptable to the County.

16 T. The City must obtain prior written approval from the County before making

17 any modification or change in the use of any real property improved, in whole or in part, using

18 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and

19 opportunity to comment on, any proposed change to the use of real property improved with CDBG

20 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a use

21 which does not qualify under the CDBG Program, the City shall reimburse the County in an amount

22 equal to the current fair market value for the property, less any proportional share thereof

23 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for

24 five years after the Project is completed in HUD's Integrated Disbursement and Information System

25 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain

26 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal

27 government to relieve the City of these obligations.

28 U. The City acknowledges that the County may periodically inspect the Project

1 to ensure the property is being used as described in this Agreement. The City agrees to provide
2 any necessary information to the County to carry out such inspections. Furthermore, the City
3 agrees to take corrective action if the County determines that modifications to the use and location
4 of the Project have resulted in a violation of the Federal CDBG regulations.

5 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

6 A. The City shall, and shall cause its consultants, contractors, and
7 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
8 Project.

9 B. The City must comply with the requirements of the Build America, Buy
10 America (BABA) Act, 41 USC 8301 et. seq., and all applicable rules and notices, as may be
11 amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public
12 Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America
13 Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any
14 funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA
15 requirements, unless excepted by a waiver. The City shall ensure that all plans and specifications
16 include requirements that all construction materials subject to BABA are noted as such.

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

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

25 E. Non-Discrimination: The City agrees to comply with the non-discrimination
26 in employment and contracting opportunities laws, regulations, and executive orders referenced in
27 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
28 provisions in Section 109 of the Housing and Community Development Act of 1974 are still

1 applicable.

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

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

18 V. PAYMENT FOR THE PROJECT

19 A. At monthly intervals, the City shall submit a written request to the County for
20 payment of specified costs incurred in the performance of this Agreement. The request for the
21 County to make such a payment shall be in accordance with the exemplar Project Pay Request
22 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be
23 accompanied by a written certification from the City that the request for payment is consistent with
24 the amount of work that has been completed, and that the work is in accordance with the contract
25 documents and this Agreement. The request for payment shall also be accompanied by
26 documentation acceptable to the County, such as invoices, or vouchers for services or materials
27 purchased, contractor's costs, or other costs chargeable to the Project. After appropriate review
28 and inspection, the County shall make payment from CDBG funds provided in this Agreement for

1 all eligible costs specified herein up to the maximum amount payable under Section I.

2 B. Any savings realized in the final cost of the Project, due to Project cost
3 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
4 the amount of this Project paid for with CDBG funds, and shall be credited to the City's CDBG
5 allocation. If the City is required to provide any funds toward the Project, any cost savings shall be
6 first used to reimburse the City for its contribution in excess of the total amount provided by this
7 Agreement.

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

10 D. The County shall not be bound by any agreement between the City and its
11 agents.

12 E. Upon the completion of the Project, the City shall submit to the Division a
13 written request for final payment of costs, which shall provide a detailed description of the Project
14 pay items and costs. The County shall not be obligated to make any payments under this
15 Agreement if the request for payment is submitted by the City more than sixty (60) calendar days
16 after the NOC has been filed with the County Recorder's Office. An extension to the sixty (60)
17 calendar day period may be granted by the Director prior to the deadline if the City can demonstrate
18 just cause for the delay.

19 F. The County may withhold reimbursement of the final payment request made
20 by the City until a final POM, recorded NOC, and written summary of all Project work completed
21 with CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified
22 in Sections III-P and IV-D, have been submitted to the County.

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

24 Business Manager
25 County of Fresno
26 Department of Public Works and Planning
27 Financial Services Division
28 2220 Tulare Street, 6th Floor
Fresno, CA 93721
pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

H. The City shall establish accounting and bookkeeping procedures in

1 accordance with standard accounting and bookkeeping practices, including, but not limited to,
2 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in
3 accordance with the performance of this Agreement. All records and accounts shall be available
4 for inspection by the County, the State of California, if applicable, the Comptroller General of the
5 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
6 for a period of at least five (5) years following final payment under this Agreement, or the closure
7 of all other pending matters, whichever is later. The City shall certify accounts when required or
8 requested by the County.

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

27 J. The City shall send a copy of the audit to:
28

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

VI. INDEMNIFICATION

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

VII. TIME OF PERFORMANCE

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

1. Complete Design Engineering and Submit to the County for Review – September 12, 2025
2. Complete County Review and Approval of Plans – October 14, 2025
3. Begin Advertising for Bids – November 7, 2025
4. Award Contract – December 16, 2025

B. The Project shall be completed, and NOC shall be filed with the Fresno County Recorder's Office, no later than March 20, 2026.

C. The final POM Report, written summary of all work completed, documentation demonstrating compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and request for final payment shall be submitted to the County no later than May 20, 2026.

D. The City shall give immediate written notification to the Division of any

1 events that occur which may affect the above time schedule and completion date and the time
2 schedule specified in the contract documents, or any event that may have significant impact upon
3 the Project or affect the attainment of the Project's objectives. The Director is authorized to adjust
4 the above schedule if, in the Director's judgment, any delay is beyond the control of the parties
5 involved.

6 E. Time is of the essence in the City's performance of this Agreement.

7 VIII. BREACH OF AGREEMENT

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

17 IX. TERMINATION OF PROJECT

18 A. If the City wishes to cancel the Project covered by this Agreement, the City
19 shall submit a request in writing to the Division explaining just cause for the request. The County
20 is authorized to approve such a request if it determines there is just cause for the Project's
21 cancellation.

22 B. If the City's request to cancel the Project covered by this Agreement is
23 approved by the County, the City shall promptly reimburse to the County the amount of all CDBG
24 funds provided to the City for the Project. The reimbursed amount of funds shall be credited back
25 to the City's CDBG allocation.

26 X. VENUE; GOVERNING LAW

27 Venue for any action arising out of or relating to this Agreement shall only be in
28 Fresno County, California. The rights and obligations of the parties, and all interpretation and

1 performance of this Agreement shall be governed in all respects by the laws of the State of
2 California.

3 XI. ENTIRE AGREEMENT

4 This Agreement constitutes the entire agreement between the City and the County
5 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,
6 commitments, writings, advertisements, publications, and understandings of any nature
7 whatsoever unless expressly included in this Agreement.

8 XII. NO THIRD-PARTY BENEFICIARIES

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

12 XIII. AUTHORIZED SIGNATURES

13 The City represents and warrants to the County that:

14 A. The City is duly authorized and empowered to sign and perform its
15 obligations under this Agreement.

16 B. The individual signing this Agreement on behalf of the City is duly
17 authorized to do so and his or her signature on this Agreement legally binds the City to the terms
18 of this Agreement.

19 XIV. ELECTRONIC SIGNATURES

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

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

27 B. Each electronic signature affixed or attached to this Agreement (1) is
28 deemed equivalent to a valid original handwritten signature of the person signing this Agreement

1 for all purposes, including but not limited to evidentiary proof in any administrative or judicial
2 proceeding, and (2) has the same force and effect as the valid original handwritten signature of
3 that person.

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

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

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

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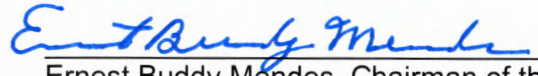
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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on
2 page one of this Agreement.

3
4 CITY OF FOWLER

COUNTY OF FRESNO

5
6 By: 
7 Michael Reid, City Manager


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno


8
9 Date: 8-5-25

Date: 9-9-2025

10 ATTEST:

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

11
12
13 
14 City Clerk, City of Fowler

By: 
Deputy

15 APPROVED AS TO LEGAL FORM:

16
17 
18 City Attorney

REMIT TO:

19
20
21 FUND NO: 0001
22 SUBCLASS NO: 10000
23 ORG NO: 7205
24 ACCOUNT NO: 7885
PROJECT NO: N24231
ACTIVITY CODE: 7219

City of Fowler
Attn: Michael Reid, City Manager
128 S 5th Street.
Fowler, CA 93291
Telephone: (559) 834-3113

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: 24231

Project Name: Fowler Panzak Park ADA Improvements

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. _____
<City Name>
<Project Title>

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

The City 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.

<u>Payee</u>	<u>Invoice#</u>	<u>Amount</u>
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Sincerely,

<City Manager>
<City Name>