

AMENDMENT NO. 2 TO INTERDEPARTMENTAL AGREEMENT

This Amendment No. 2 to Interdepartmental Agreement (“Amendment No. 2”) is dated April 7, 2026 and is between the County of Fresno (“County”) County Administrative Office (“CAO”), County Department of Public Works and Planning (“PWP”), County General Services Department (“GSD”), and County Information Technology Services Department (“ITSD”).

Recitals

A. The American Rescue Plan Act of 2021 (“ARPA”) provided the County approximately \$194 million in Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) for various eligible uses, outlined in the Interim Final Rule, Final Rule, 2023 Interim Final Rule, and the Obligation Interim Final Rule, (collectively, “ARPA funding”);

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

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

D. The Internal Services Department (“ISD”) received approval from the County’s Board of Supervisors (“Board”) for ARPA-SLFRF appropriations to fund the implementation of Heating Ventilation Air Conditioning (HVAC) Improvements at certain essential County facilities (up to \$6,000,000), Generator/Electrical Improvements in Public Facilities (up to \$1,100,000), Communication Improvements for Public Services (\$1,500,000), Improvements to Facilities Headquarters (up to \$490,761), and HVAC systems and electrical maintenance and repairs at downtown County public facilities (\$1,610,422) (collectively, “Program”);

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

1 F. The CAO is the ARPA coordinator for the County, and is responsible for the
2 administration of the ARPA-SLFRF program in the County, and ensuring that each subrecipient
3 and department of the County receiving ARPA-SLFRF complies with the terms of their award;

4 G. On November 5, 2024, PWP, ISD, and the CAO entered into Agreement No. A-24-577
5 to memorialize the Program's scope of work for ARPA-SLFRF spending, methods to implement
6 the individual programs, established timelines, and planned deliverables for each program. The
7 Agreement imposes conditions on the use of funds by ISD, and governs the provision of ARPA-
8 SLFRF funds, memorializing each department's activities, actions, and responsibilities for the
9 implementation and completion of ISD's ARPA-SLFRF Program;

10 H. On January 28, 2025, the Board approved the reorganization of ISD into two separate
11 departments, GSD and ITSD, effective February 28, 2025. From this reorganization, the now
12 separate departments have continued to oversee their respective duties under the Program;

13 I. On September 23, 2025, the Board approved an amendment to the Agreement to
14 separate the activities, actions, and responsibilities previously designated to ISD between the
15 new GSD and ITSD departments, and to update the Agreement to reflect the reassignment of
16 ARPA-SLFRF to support ongoing Program needs; and

17 J. Since the approval of the First Amendment, GSD now wishes to further amend the
18 Agreement to update budget allocations, reassign cost saving from GSD's Program No. 7 to
19 GSD's Program No. 1, and revise language in Exhibit E-2 of the Agreement, which will support
20 GSD's effort to expend its ARPA-SLFRF allocations to address Program needs.

21 The parties therefore agree as follows:

22 1. Section 2, Subsections A, B, and E, of the Agreement, as previously amended, are
23 deleted and replaced with the following:

24 "A. The Board approved up to \$6,576,434.59 in ARPA-SLFRF to be used by GSD for
25 Heating, Ventilation, and Air Conditioning (HVAC) Improvements at Certain essential
26 County facilities (Exhibit A-2).

27 B. The Board approved up to \$791,963.55 in ARPA-SLFRF to be used by GSD for
28 Generator/Electrical Improvements in Public Facilities (Exhibit B-2).

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E. The Board approved up to \$1,342,023.86 in ARPA-SLFRF to be used by GSD for HVAC system and electrical maintenance and repairs at downtown County public facilities (Exhibit E-2).”

2. Exhibit A-1 of the Agreement, as previously amended, is deleted and replaced with Exhibit A-2, attached and incorporated by this reference. All references to Exhibit A-1, as previously amended, are replaced with references to Exhibit A-2.

3. Page B-1 – 3 of Exhibit B-1 of the Agreement, as previously amended, is deleted and replaced with Exhibit B-2 – 3, attached and incorporated by this reference. All references to Exhibit B-1 – 3, as previously amended, are replaced with reference to Exhibit B-2 – 3.

4. Exhibit E-1 of the Agreement, as previously amended, is deleted and replaced with Exhibit E-2, attached and incorporated by this reference. All references to Exhibit E-1, as previously amended, are replaced with references to Exhibit E-2.

5. When all parties have signed this Amendment No. 2, the Agreement, Amendment No.1, and this Amendment No. 2 together constitute the Agreement.

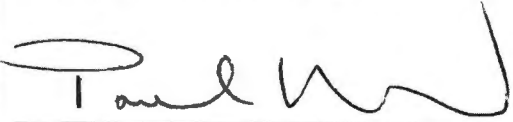
6. This Amendment No. 2 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 2.

7. The Agreement as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.


3 **County of Fresno**
4 **County Administrative Office**

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6 _____
7 Paul Nerland, County Administrative Officer

County of Fresno

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9 _____
10 Garry Bredefeld, Chairman of the Board of
11 Supervisors of the County of Fresno


12 **County of Fresno**
13 **General Services Department**

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15 _____
16 Raymond T. Hunter, Director of General
17 Services

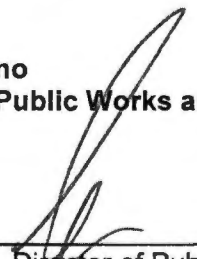
Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

18 By: 
19 _____
20 Deputy

21 **County of Fresno**
22 **Information Technology Services**
23 **Department**

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25 _____
26 Mike Kerr, Director of Information
27 Technology/Chief Information Officer

28 **County of Fresno**
29 **Department of Public Works and Planning**

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31 _____
32 Steven E. White, Director of Public Works
33 and Planning

34 For accounting use only:

35 Org No.: 8905/8935
36 Account No.: 7295/7220
37 Fund No.: 1020/1045
38 Subclass No.: 10000

1 **Exhibit A-2**

2 **HVAC Improvements at Certain Essential County facilities**

3 **Scope of Services and Conditions**

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

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

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

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

26 There is no limit to the number of subprojects to be completed under this Program. GSD
27 shall use a combination of Job Order Contracting (“JOC”) agreements, internal staff labor, or
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1 other established County agreements to complete subprojects until all funds for the Program are
2 fully expended.

3 If JOC agreements are utilized in completion of this Exhibit A-2, then the following
4 applies:

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

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1 **Exhibit A-2 (continued)**

2 **Contact Informaiton and Funding Allocation**

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

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Budget Details	
Total Funding Available:	\$6,576,434.59
Accounting String:	
Org:	8935
Account:	7220
Fund:	1045
Subclass:	10000
Program:	0
Funding Restrictions	MOU must be approved by 12/31/2024 for ARPA

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1 **Exhibit B-2 (continued)**

2 **Contact Informaiton and Funding Allocation**

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Program Information	
4 Department:	General Services Department
5 Program:	Public Health
6 Project Name:	Generator/Electrical Upgrade Improvements in Department of Public Health Facility, GSD No. 2
7 Project Manager:	GSD – Facility Services

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Budget Details	
9 Total Funding Available:	\$791,963.55
10 Accounting String:	
11 Org:	8935
12 Account:	7220
13 Fund:	1045
14 Subclass:	10000
15 Program:	0
16 Funding Restrictions	MOU must be approved by 12/31/2024 for ARPA

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1 **Exhibit E-2**

2 **HVAC Systems and Electrical Maintenance and Repairs to Downtown County Public**
3 **Facilities**

4 **Scope of Services and Conditions**

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

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

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

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

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

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

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

26 If JOC agreements are utilized in completion of this Exhibit E-1, then the following
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- GSD will receive a detailed scope of work from the JOC contractor that includes a line-item breakdown for material costs, and outlines work to be performed, and
- GSD will obtain a signed NTP for the project and any required change-order requests necessitated once work commences.

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

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

1 **Exhibit E-2 (continued)**

2 **Contact Informaiton and Funding Allocation**

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

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Budget Details	
Total Funding Available:	\$1,342,023.86
Accounting String:	
Org:	8935
Account:	7220
Fund:	1045
Subclass:	10000
Program:	0
Funding Restrictions	MOU must be approved by 12/31/2024 for ARPA

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