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A G R E E M E N T

THIS AGREEMENT is made this 28th day of March, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "County", and the CITY OF MENDOTA, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement 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 City has submitted the Mendota 7th & Derrick Reconstruction Project No. 15473 for CDBG funding; and

WHEREAS, the total cost of the Project is estimated at \$882,119 and the City has committed local funds to the Project in the amount of \$577,393 and is in need of \$304,726 in CDBG funding to complete the Project; and

WHEREAS, the County can make available \$304,726 in CDBG funds needed for the Project from the City's 2015-2016 CDBG allocation (\$300,200) and from the City's remaining balance of CDBG funds (\$4,526); and

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

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

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of realigning 7th Street to provide a perpendicular intersection with Derrick Avenue (State Route 33). The project includes street reconstruction, landscape & landscape irrigation, new and replacement street lighting, decorative concrete, a new memorial sign, pedestrian crossing improvements, and ADA-compliant curb returns. As part

1 of the realignment, a small park/plaza area will be created at the west end of 7th Street. Existing
2 utility and storm drainage infrastructure will be relocated and/or modified to accommodate the
3 proposed improvements. A portion of an existing parking lot will be reconfigured to
4 accommodate the street realignment. The improvements will provide safer vehicle and
5 pedestrian travel and improve the aesthetics of the area.

6 B. The Project site is within the City's existing easements or public rights-of-
7 way.

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

9 1. Obtain all necessary permits.

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

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

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

20 5. Provide related eligible improvements.

21 D. The Project budget is estimated to be as follows:

22	Construction	\$	718,134
23	Design & Construction Engineering		98,600
	Contingency, Permits & Misc.		<u>65,385</u>
24	Total	\$	882,119

25 E. Notwithstanding the estimates described in the above preliminary Project
26 budget, payments for the Project from CDBG funds will be based on the actual costs and shall
27 not exceed the total amount of \$304,726.

28 ///

1 F. The proposed funding for the Project will be provided from the following
2 sources:

3	CDBG		\$	304,726
4	Local Financial Contribution			577,393
		Total	\$	<u>882,119</u>

5 G. Prior to any changes that may occur which would modify the scope of the
6 Project, the City shall submit a written request to the County. The City shall send its written
7 request 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 If the Director of the County Department of Public Works and Planning determines the modified
15 Project is still eligible under the Federal CDBG regulations, the Director is authorized to permit
16 such modifications. The County shall specify in a letter to the City that any modifications to the
17 scope of the Project are authorized and that the City may proceed.

18 II. OBLIGATIONS OF THE COUNTY

19 A. The County shall provide up to, but not more than, \$304,726 of CDBG
20 funds to the City for the Project. All funds shall be paid to the City in accordance with Section V-
21 A of this Agreement.

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

28 C. The County shall review, within thirty (30) calendar days of receipt from the
City, the design plans and specifications for the Project as prepared by the City for compliance
with Federal regulations, and the total Project cost estimate to ensure sufficient funds are

1 available to complete the Project. The County shall specify in a letter to the City that these
2 conditions have been met and that the Project can be advertised.

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

10 E. The County shall attend the pre-construction meeting between the City
11 and the contractor to discuss labor compliance requirements for the Project, Project monitoring,
12 and to inform the City and contractor that the County will conduct field reviews to ensure 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, to ensure that the intended use and group of beneficiaries of the Project have not
16 changed. Upon completion of the Project, but prior to the City's acceptance of the Project, the
17 County shall conduct a final inspection of the Project. The County shall specify in a letter to the
18 City that the conditions of this Section have been met.

19 III. OBLIGATIONS OF THE CITY

20 A. The City shall provide any and all sums of money in excess of \$304,726
21 that may be necessary to complete the Project. For the purposes of awarding the construction of
22 the Project within the Agreement amount, the bid documents should include any proposed
23 additive or deduct alternatives.

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

26 C. In selecting an engineer to perform any engineering work required for the
27 Project, the City shall go through a competitive process in accordance with County Policy and
28 HUD procurement standards. Prior to selection of the engineer, the City shall prepare a written

1 description of the process, perform a cost or price analysis, and submit the process description
2 and summary of the analysis to the County Community Development Division for review. The
3 City shall obtain a letter from the County specifying that the conditions of this Section have been
4 met.

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

8 E. The City shall furnish evidence that it has free and clear title to all parcels
9 of land on which Project improvements will be located, with any liens or encumbrances noted,
10 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses,
11 permits and State and local approvals required for the completion of the Project.

12 F. Upon completion of the design engineering, the City shall submit the plans
13 and specifications to the County Community Development Division. The County will ensure
14 Federal CDBG requirements have been adhered to and review cost estimates to ensure
15 sufficient funds are available. The City shall obtain a letter from the County specifying these
16 conditions have been met and that the City is approved to advertise for bids to construct the
17 Project.

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

21 H. Within seven (7) calendar days following the bid opening, the City shall
22 furnish the County Community Development Division with the name of the low bidder and cost or
23 price analysis of the low bid proposal prepared by the City so that the County can verify with the
24 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is
25 bonded and has not been debarred or suspended from participating in Federal projects, and that
26 the contractor will be reasonably compensated in accordance with Federal requirements. The
27 City shall obtain a letter from the County specifying these conditions have been met and that the
28 City is approved to award the Project for construction.

1 I. The City shall conduct a pre-construction meeting with the contractor and
2 shall notify the County Community Development Division at least ten (10) calendar days prior to
3 the meeting so a representative of the County can be in attendance to discuss CDBG labor
4 compliance requirements for the Project.

5 J. Prior to the construction start date, the City shall give written notice thereof
6 to the County Community Development Division.

7 K. All proposed construction contract change orders shall not proceed until
8 prior written approval has been given by the County. Request for approval of a change order(s)
9 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
10 requirements, a map depicting the location of the work addressed with the requested change
11 order, and a written certification from the City that the approval of the change order is consistent
12 with the final construction cost estimate approved by the County. In addition, the City shall
13 certify that the change order is within the scope of the Project and is necessary to complete the
14 Project.

15 L. The City shall send its written description of the engineer selection
16 process, cost or price analyses, design plans, specifications, name of low bidder and low bid
17 proposal, public notices, and all written correspondence to:

18
19 Community Development Grants
20 County of Fresno
21 Department of Public Works and Planning
22 Community Development Division
23 2220 Tulare Street, 6th Floor
24 Fresno, CA 93721

25 M. The City shall comply with the mitigation measures, conditions and notes
26 identified in Initial Study/Environmental Assessment No. 7244 (the "Assessment"). A copy of the
27 Assessment will be provided to the City.

28 N. Upon completion of the Project, the City shall notify the County Community
Development Division thereof so a representative of the Division can perform an inspection of
the Project to determine that it was completed in accordance with the scope of work approved

1 and authorized pursuant to this executed Agreement.

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

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

- 16 1. Total number of households/persons assisted.
- 17 2. Number of total households/persons assisted that:
 - 18 a. Now have new access to this type of public facility or
19 infrastructure improvement.
 - 20 b. Now have improved access to this type of public facility or
21 infrastructure improvement.
 - 22 c. Now are served by a public facility or infrastructure that is
23 no longer substandard.

24 Q. The City shall be responsible for maintenance of the improvements after
25 construction is completed and shall do so from non-CDBG resources.

26 R. The City must inform the County in writing of any program income
27 generated by the expenditure of CDBG funds. Any program income generated as a result of the
28 Project must be paid to the County. For purposes of this Agreement, program income is defined

1 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on
2 CDBG loans. If the City contributed financially to the improvement Project, the City may retain a
3 share of the program income in proportion to the City's contribution to the Project, after the City
4 has provided a written accounting acceptable to the County.

5 S. The City must obtain prior written approval from the County whenever
6 there is any modification or change in the use of any real property improved, in whole or in part,
7 using CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by
8 the City for a use which does not qualify under the CDBG Program, the City shall reimburse the
9 County in an amount equal to the current fair market value for the property, less any proportional
10 share thereof attributable to expenditures of non-CDBG funds. These requirements shall
11 continue in effect for the life of the improvements. In the event the CDBG Program is closed-out,
12 the requirements of this Section shall remain in effect for activities or property funded with CDBG
13 funds, unless action is taken by the Federal government to relieve the County of these
14 obligations.

15 T. The City acknowledges that the County may periodically inspect the
16 Project to ensure the property is being used as described in this Agreement. The City agrees to
17 provide any necessary information to the County to carry out such inspections. Furthermore, the
18 City agrees to take corrective action if the County determines that modifications to the use and
19 location of the Project have resulted in a violation of the Federal CDBG regulations.

20 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

21 A. The City, its consultants, contractors, and subcontractors shall comply with
22 all applicable State and Federal laws and regulations governing projects that utilize Federal
23 funds.

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

27 C. This Project is subject to the requirements of Section 3 of the Housing and
28 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall

1 require the prime contractor to complete and submit documentation prior to award of the
2 construction contract and upon Project completion that compliance with the Section 3 clause has
3 been met.

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

12 V. PAYMENT FOR THE PROJECT

13 A. At monthly intervals, the City shall submit a written request to the County
14 for payment of specified costs incurred in the performance of this Agreement. The request for
15 payment shall be accompanied by a written certification from the City that the request for
16 payment is consistent with the amount of work that has been completed, and that said work is in
17 accordance with the contract documents and this Agreement. The request for payment shall
18 also be accompanied by documentation acceptable to the County, such as invoices or vouchers
19 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.
20 After appropriate review and inspection, the County shall make payment from CDBG funds
21 provided in this Agreement for all eligible costs specified herein.

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

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

3 D. The County will not be bound by any agreement between the City and its
4 agents.

5 E. Upon the completion of the Project, the City shall submit to the County
6 Community Development Division a written request for final payment of costs which shall provide
7 a detailed description of the Project pay items and costs. The County shall not be obligated to
8 make any payments under this Agreement if the request for payment is submitted by the City
9 more than sixty (60) days after the Notice of Completion has been filed with the County
10 Recorder's Office. An extension to the sixty (60) day period may be granted by the Director of
11 the County Department of Public Works and Planning prior to the deadline if the City can
12 demonstrate just cause for the delay.

13 F. The County may withhold reimbursement to the City until a final POM,
14 recorded NOC, and written summary of all Project work completed with CDBG and other funds,
15 and evidence of compliance with the Section 3 clause as specified in Sections III-O and IV-C,
16 have been submitted to the County.

17 G. All requests for payment and supporting documentation shall be sent to:
18 Business Manager
19 County of Fresno
20 Department of Public Works and Planning
21 Financial Services Division
22 2220 Tulare Street, 6th Floor
23 Fresno, CA 93721

24 H. The City shall establish accounting and bookkeeping procedures in
25 accordance with standard accounting and bookkeeping practices, including, but not limited to,
26 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds
27 in accordance with the performance of this Agreement. All records and accounts shall be
28 available for inspection by the County, the State of California, if applicable, the Comptroller
General of the United States, and HUD or any of their duly authorized representatives, at all
reasonable times, for a period of at least five (5) years following final payment under this

1 Agreement or the closure of all other pending matters, whichever is later. The City shall certify
2 accounts when required or requested by the County.

3 I. The City, as a sub-recipient of Federal financial assistance, is required to
4 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as
5 amended. Whenever the City expends and/or receives CDBG funds from the County for the
6 Project, a copy of any audit performed by the City in accordance with said Act shall be forwarded
7 to the County Community Development Grants Program Manager within nine (9) months of the
8 end of any City fiscal year in which funds were expended and/or received for the Project. Failure
9 to perform the requisite audit functions as required by this paragraph may result in the County
10 performing any necessary audit tasks, or, at the County's option, the County contracting with a
11 public accountant to perform the audit. All audit costs related to the City's failure to perform the
12 requisite audit are the sole responsibility of the City and such audit work costs incurred by the
13 County shall be billed to the City as determined by County's Auditor-Controller/Treasurer-Tax
14 Collector. In the event the City is only required to perform an audit under the provisions of the
15 Act because the City is receiving CDBG funds, the County may perform, or cause to be
16 performed, the required audit to determine whether funds provided through this Agreement have
17 been expended in accordance with applicable laws and regulations. Any audit-related costs
18 incurred by the County under this provision shall be charged to the County CDBG Program. The
19 City agrees to take prompt and appropriate corrective action on any instance of material non-
20 compliance with applicable laws and regulations.

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

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

28 VI. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, agents, employees and representatives, from any and all loss, liability, costs,

1 expenses and damage to persons or property, and from any and all claims, demands and
2 actions in law or equity (including attorney's fees and legal expenses) arising or alleged to have
3 arisen directly from any wrongful acts caused by its respective activities pursuant to this
4 Agreement.

5 VII. TIME OF PERFORMANCE

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

- 8 1. Complete Design Engineering and Submit to the County for Review
9 – March 30, 2017.
- 10 2. Complete County Review and Approval of Plans – May 2, 2017.
- 11 3. Begin Advertising for Bids – May 12, 2017.
- 12 4. Award Contract – July 11, 2017.

13 B. The Project's Notice of Completion shall be filed with the Fresno County
14 Recorder's Office no later than October 27, 2017.

15 C. The final POM Report, written summary of all work completed,
16 documentation demonstrating compliance with the Section 3 clause, and request for final
17 payment shall be submitted to the County no later than December 27, 2017.

18 D. The City shall give immediate written notification to the County Community
19 Development Division of any events that occur which may affect the above time schedule and
20 completion date and the time schedule specified in the contract documents, or any event that
21 may have significant impact upon the Project or affect the attainment of the Project's objectives.
22 The Director of the County Department of Public Works and Planning is authorized to make
23 adjustments in the above schedule if, in the Director's judgment, any delay is beyond the control
24 of the parties involved.

25 VIII. BREACH OF AGREEMENT

26 In the event the City fails to comply with any of the terms of this Agreement, the
27 County may, at its option, deem the City's failure a material breach of this Agreement and utilize
28 any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the County

1 deem a breach of this Agreement material, the County shall immediately be relieved of its
2 obligations to make further payment as provided herein. Termination of this Agreement due to
3 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal
4 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement
5 being terminated by the County in accord with a material breach of this Agreement by the City,
6 this Agreement may also be terminated for convenience by the County in accord with 24 CFR
7 85.44.

8 IX. TERMINATION OF PROJECT

9 A. If the City decides to cancel the Project covered by this Agreement, the
10 City shall submit a request in writing to the County Department of Public Works and Planning,
11 Community Development Division explaining just cause for the request. The Director of the
12 Department is authorized to approve such a request if, in the Director's judgment, there is just
13 cause for the Project's cancellation.

14 B. If the City's request to cancel the Project covered by this Agreement is
15 approved, the City shall promptly return to the County all payments of specified costs incurred in
16 the performance of the Agreement to date. CDBG funds returned from the cancelled Project
17 under this agreement may be credited to the City's CDBG allocation, as appropriate.

18 C. If the Director approves the City's request to cancel the Project, any
19 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
20 City's CDBG allocation, as appropriate.

21 X. VENUE; GOVERNING LAW

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

26 XI. ENTIRE AGREEMENT

27 This Agreement constitutes the entire agreement between the City and the
28 County with respect to the subject matter hereof and supersedes all previous negotiations,

1 proposals, commitments, writings, advertisements, publications, and understandings of any
2 nature whatsoever unless expressly included in this Agreement.

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28 G:\7205ComDev\~Agendas-Agreements\2017\0328_Mendota7th&DerrickReconstruction15473_AGT.docx

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

3 CITY OF MENDOTA

COUNTY OF FRESNO

4
5 By: [Signature]
6 City Manager

[Signature]
Brian Pacheco, Chairman
Board of Supervisors

7 ATTEST:

ATTEST:

8
9 [Signature]
10 City Clerk, City of Mendota

Bernice E. Seidel, Clerk
Board of Supervisors



11 By: [Signature]
Deputy

12 APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

13
14 [Signature]
15 City Attorney

Oscar J. Garcia, CPA
Auditor-Controller/ Treasurer - Tax

16 By: [Signature]
Deputy

17 REVIEWED AND RECOMMENDED

APPROVED AS TO LEGAL FORM

18
19
20 By: [Signature]
21 Steven E. White, Director
22 Department of Public Works and
23 Planning

Daniel C. Cederborg, County Counsel

24 By: [Signature]
25 Deputy

24 FUND NO: 0001
25 SUBCLASS NO: 10000
26 ORG NO: 7205
27 ACCOUNT NO: 7885
28 PROJECT NO: N15473
ACTIVITY CODE: 7219

REMIT TO:

City of Mendota
Attn: Vincent DiMaggio, City Manager
643 Quince Street
Mendota, CA 93640

Telephone: (559) 655-3291

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

Project #: _____ Project Name: _____

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