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AGREEMENT

THIS AGREEMENT ("Agreement") is made this 22<sup>nd</sup> day of April, 2025 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("County"), and the Sierra Unified School 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 Sierra Oaks Senior Center Renovation, Project No. 24011 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$248,000, and the District has requested the sum of \$248,000 in CDBG funds be made available for the Project; and

WHEREAS, at a public hearing conducted on June 18, 2024, the County Board of Supervisors approved the Project on the back-up list for \$177,800, as part of approving the County's 2024-2025 Annual Action Plan, should funding become available; and

WHEREAS, the District informed the County that the total estimated cost of the Project has increased from \$177,800 to \$248,000 due to increased construction costs; and

WHEREAS, on February 19, 2025, the Housing and Community Development Citizens Advisory Committee reviewed the request for an additional \$70,200 in CDBG funds in accordance with the County's Citizen Participation Plan, and recommended the additional funds be made available for the Project; and

WHEREAS, there are now sufficient CDBG funds available to fund the next project on the back-up list, which is this Project; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated

1 Plan, including the 2024-2025 Annual Action Plan.

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

4 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

5 A. The Project consists of renovations to the senior center, including the  
6 kitchen and restroom facilities. The renovations would include replacement of ceiling and floor tiles,  
7 replacement of ceiling lighting, replacement of vinyl flooring in kitchen and restrooms, and  
8 replacement of existing fixtures in kitchen and restroom. The Project will be located at the Sierra  
9 Oaks Senior Center at 33276 Lodge Road, Tollhouse.

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

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

12 1. Obtain all necessary permits.

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

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

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

23 5. Provide related eligible improvements.

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

25	Construction	\$166,000
26	Design & Construction Engineering	45,000
	Contingency, Permits & Misc.	<u>37,000</u>
27	Total	\$248,000

28 E. Notwithstanding District's estimates described in the above-described

Project budget, payments for the Project from CDBG funds shall be limited to the District's actual costs, and in any event shall not exceed the total amount of \$248,000. In the event CDBG funds are not sufficient, the District shall in any event complete the Project using its own funds.

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

CDBG	\$248,000
Local Financial Contribution	<u>0</u>
Total	\$248,000

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

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

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

## II. OBLIGATIONS OF THE COUNTY

A. The County shall reimburse the District up to, but not more than, \$248,000 in CDBG funds for the Project for the District's performance of its obligations under this Agreement. All funds shall be paid in accordance with Section V of this Agreement.

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

1 contract can be awarded.

2 C. The County shall review, within forty-five (45) calendar days of receipt from  
3 the District, the design plans and specifications for the Project, as prepared by the District, for  
4 compliance with Federal regulations, conformance with applicable code requirements sufficient to  
5 allow for construction-related permit issuance, and the total Project cost estimate, to determine  
6 whether sufficient funds are available to complete the Project. If such conditions have been met,  
7 the Division shall specify in a letter to the District that these conditions have been met and that the  
8 Project can be advertised. If such conditions have not been met, the Project will not move forward  
9 unless the District receives an approval letter from the Division.

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

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

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

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

6           III.     OBLIGATIONS OF THE DISTRICT

7           A.     The District shall provide any and all sums of money in excess of \$248,000  
8 which may be necessary to complete the Project. For the purposes of awarding the construction  
9 of the Project within the Agreement amount, the bid documents shall include any proposed additive  
10 or deduct alternatives.

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

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

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

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

27          F.     The District shall furnish evidence, to the satisfaction of the Division, prior to  
28 the County's authorization to advertise for bids, that it has free and clear title to all parcels of real

1 property on which Project improvements will be located, with any liens or encumbrances noted,  
2 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,  
3 and State and local approvals required for the completion of the Project.

4           G.     Upon completion of the design engineering, the District shall submit the  
5 plans and specifications to the Division. The Division will ensure Federal CDBG requirements  
6 have been adhered to, and will review cost estimates, to ensure sufficient funds are available. The  
7 District shall obtain a letter from the Division specifying these conditions have been met, and that  
8 the District is approved to advertise for bids to construct the Project.

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

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

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

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

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

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

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

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

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

18 P. The District shall comply with the mitigation measures, conditions and notes  
19 identified in Initial Study/Environmental Assessment No. CD24011 (the "Assessment"). A copy of  
20 the Assessment shall be provided to the District.

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

25 R. Upon approval of Project completion by the County, the District shall provide  
26 the Division with a resolution of acceptance, or similar documentation, demonstrating that the  
27 Project was completed in accordance with the scope of work approved and authorized pursuant  
28 to this executed Agreement, and any approved subsequent amendments thereto and/or change

1 orders, and that the District has accepted the Project. Prior to the final request for payment, the  
2 District shall also provide the County with a copy of the recorded Notice of Completion (NOC), a  
3 written summary of all Project work completed with CDBG and other funds, and documentation to  
4 demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as  
5 amended.

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

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

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

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

28 V. The District must obtain prior written approval from the County before



1 making any modification or change in the use of any real property improved, in whole or in part,  
2 using CDBG funds in excess of \$25,000. The District shall provide affected citizens with notice of,  
3 and opportunity to comment on, any proposed change to the use of real property improved with  
4 CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the District  
5 for a use which does not qualify under the CDBG Program, the District shall reimburse the County  
6 in an amount equal to the current fair market value for the property, less any proportional share  
7 thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in  
8 effect for five years after the Project is completed in HUD's Integrated Disbursement and  
9 Information System (IDIS). In the event the CDBG program is closed out, the requirements of this  
10 Section shall remain in effect for activities or property funded with CDBG funds, unless action is  
11 taken by the Federal government to relieve the District of these obligations.

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

18 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

22 B. The District must comply with the requirements of the Build America, Buy  
23 America (BABA) Act, 41 USC 8301 et. seq., and all applicable rules and notices, as may be  
24 amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,  
25 "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy  
26 America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR  
27 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject  
28 to BABA requirements, unless excepted by a waiver. The District shall ensure that all plans and

1 specifications include requirements that all construction materials subject to BABA are noted as  
2 such.

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

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

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

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

23 G. Records Retention: The District shall retain all financial records, supporting  
24 documents, statistical records, and all other records pertinent to this Agreement for a period of four  
25 (4) years from the date of the submission of the County's consolidated annual performance and  
26 evaluation report to HUD in which the activities assisted under this Agreement are reported on for  
27 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of  
28 the records cited, and that have started before the expiration of the four-year record retention

1 period, such records must be retained until completion of the actions and resolution of all issues,  
2 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),  
3 570.506).

4 V. PAYMENT FOR THE PROJECT

5 A. At monthly intervals, the District shall submit a written request to the County  
6 for payment of specified costs incurred in the performance of this Agreement. The request for the  
7 County to make such a payment shall be in accordance with the exemplar Project Pay Request  
8 Form, attached as Exhibit 2, and incorporated by this reference. The request shall also be  
9 accompanied by a written certification from the District that the request for payment is consistent  
10 with the amount of work that has been completed, and that the work is in accordance with the  
11 construction contract documents and this Agreement. The request for payment shall also be  
12 accompanied by documentation acceptable to the County, such as checks, invoices, or vouchers  
13 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
14 The first construction progress payment request shall also be accompanied by documentation  
15 demonstrating that all construction-related required permits have been issued by the County. After  
16 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
17 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
18 Section I.

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

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

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

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

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

9 G. The County may withhold payment of the final payment request made by  
10 the District until a final POM, recorded NOC, written summary of all Project work completed with  
11 CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified in  
12 Sections III-R and IV-D, have been submitted to the County.

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

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

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

26 J. The District, as a subrecipient of Federal financial assistance, is required to  
27 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501  
28 et seq.). Whenever the District receives CDBG funds from the County for the Project, a copy of

1 any audit performed by the District in accordance with said Act shall be forwarded to the County  
2 Community Development Grants Program Manager within nine (9) months of the end of any  
3 District fiscal year in which funds were expended and/or received for the Project. Failure to perform  
4 the requisite audit functions as required by this paragraph may result in the County performing any  
5 necessary audit tasks or, at the County's option, the County contracting with a public accountant  
6 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are  
7 the sole responsibility of the District, and such audit work costs incurred by the County shall be  
8 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the  
9 event the District is only required to perform an audit under the provisions of the Act because the  
10 District is receiving CDBG funds, the County may perform, or cause to be performed, the required  
11 audit to determine whether funds provided through this Agreement have been expended in  
12 accordance with applicable laws and regulations. Any audit-related costs incurred by the County  
13 under this provision shall be charged to the County CDBG Program. The District agrees to take  
14 prompt and appropriate corrective action on any instance of material non-compliance with  
15 applicable laws and regulations.

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

17 Community Development Grants  
18 County of Fresno  
19 Department of Public Works and Planning  
20 Community Development Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

21 VI. INDEMNIFICATION

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

1 Section VI shall survive the expiration or termination of this Agreement.

2 VII. TIME OF PERFORMANCE

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

- 5 1. Complete Consultant Engineer Selection process – June 25, 2025.
- 6 2. Complete Design Engineering and Submit to the County for Review  
7 – August 25, 2025.
- 8 3. Complete County Review and Approval of Plans – December 8,  
9 2025.
- 10 4. Begin Advertising for Bids – January 3, 2026.
- 11 5. Award Construction Contract – March 9, 2026.

12 B. The Project shall be completed, and NOC shall be filed with the Fresno  
13 County Recorder's Office, no later than October 25, 2026.

14 C. The final POM Report, written summary of all work completed,  
15 documentation demonstrating compliance with Section 3 of the Housing and Urban Development  
16 Act of 1968, as amended, and request for final payment shall be submitted to the County no later  
17 than December 24, 2026.

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

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

25 VIII. BREACH OF AGREEMENT

26 In the event the District fails to comply with any of the terms of this Agreement, the  
27 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize  
28 any remedies permitted by law that the County deems appropriate. Should the County deem a

breach of this Agreement material, the County shall immediately be relieved of its obligations to make further payment as provided herein. Termination of this Agreement due to breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of law or equity, including the recovery of damages. In addition to the termination of the Agreement by the County due to a material breach of this Agreement by the Subrecipient, the County may also terminate this Agreement for convenience, in accordance with state and federal law.

IX. TERMINATION OF PROJECT

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

B. If the District's request to cancel the Project covered by this Agreement is approved by the County, the District shall promptly return to the County all CDBG funds paid by the County to the District for the Project. The reimbursed amount of funds shall be applied towards the next project on the back-up list of the Annual Action Plan for the program year at the date of repayment.

X. VENUE; GOVERNING LAW

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

XI. ENTIRE AGREEMENT

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

XII. NO THIRD-PARTY BENEFICIARIES

This Agreement does not and is not intended to create any rights or obligations for

any persons or entity except the parties. This Agreement is solely for the benefit of the County and the District and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

XIII. AUTHORIZED SIGNATURES

The District represents and warrants to the County that:

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

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

XIV. ELECTRONIC SIGNATURES

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

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

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

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

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

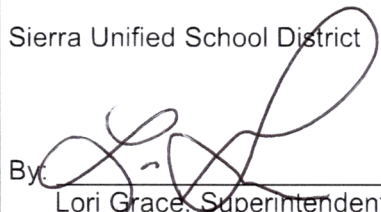


1                   E.     This Agreement is not conditioned upon the parties conducting the  
2 transactions under it by electronic means and either party may sign this Agreement with an  
3 original handwritten signature.

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

3  
4 Sierra Unified School District

5  
6 By:   
7 Lori Grace, Superintendent

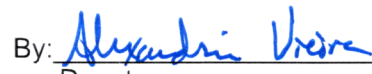
8  
9 Date: 3/4/2025

COUNTY OF FRESNO

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

Date: 4/22/2025

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

13 By:   
14 Deputy

15  
16  
17  
18  
19 FUND NO: 0001  
SUBCLASS NO: 10000  
20 ORG NO: 7205  
ACCOUNT NO: 7885  
21 PROJECT NO: N24011  
ACTIVITY CODE: 7219

REMIT TO:  
Sierra Unified School District  
Attention: Janelle Bryson, Assistant  
Superintendent  
29143 Auberry Road  
Prather, CA 93651  
Telephone: (559) 855-3662

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25 SW:JN  
G:\7205ComDev\~Agendas-Agreements\2025\0408 Sierra Oaks Senior Center Renovation AGT.docx  
26 January 30, 2025  
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**Exhibit 1**  
**County of Fresno**  
**Project Outcome Measurement Report**

Project #: 24011 Project Name: Sierra Oaks Senior Center Renovation

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
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Sincerely,

<District Manager>  
<District Name>

Enclosure(s)