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A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this 22nd day of August, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF REEDLEY ("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 Reedley City Street Improvements (Phase X), Project No. 21571 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that the total cost of the Project is \$709,312, and the City has requested the sum of \$527,878 in CDBG funds be made available for the Project; and

WHEREAS, the City has estimated that the total cost of the Project is \$709,312, and the City has committed local funds to the Project in the amount of \$181,434, and is in need of \$527,878 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$527,878 in CDBG funds needed for the Project from the City's 2021-2022 CDBG allocation (\$251,500), from the City's 2022-2023 CDBG allocation (\$232,442), and from the City's remaining balance of CDBG funds (\$43,936); 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 reconstructing E Street from 10th Street to 12th Street, located in the City of Reedley, including installation of American with Disabilities Act (ADA)

1 compliant driveway approaches and ramps, which may require modifying the existing storm drain
2 facilities, sidewalk, curb, and gutter to accommodate the proposed improvements.

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

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

6 1. Obtain all necessary permits.

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

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

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

17 5. Provide related eligible improvements.

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

19	Construction	\$586,208
20	Design & Construction Engineering	\$ 64,482
	Contingency, Permits & Misc.	<u>\$ 58,622</u>
21	Total	\$709,312

22 E. Notwithstanding the City's estimates described in the above-described
23 Project budget, payments for the Project from CDBG funds shall be limited to the City's actual
24 costs expended by the City, and shall not exceed the total amount of \$527,878.

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

27 ///

28 ///

1	CDBG	\$527,878
	Local Financial Contribution	<u>\$181,434</u>
2	Total	<u>\$709,312</u>

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

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

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

16 II. OBLIGATIONS OF THE COUNTY

17 A. The County shall reimburse the City up to, but not more than, \$527,878 in
18 CDBG funds to the City for the Project for the City’s performance of its obligations under this
19 Agreement. All funds shall be paid to the City in accordance with Section V-A of this Agreement.

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

27 C. The County shall review, within thirty (30) calendar days of receipt from the
28 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 available
to complete the Project. If such conditions have been met, the Division shall specify in a letter to

1 the City that these conditions have been met and that the Project can be advertised.

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.

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

13 F. The County shall conduct periodic inspections of the Project, as may be
14 required, in the determination of the County, to ensure that the intended use and group of
15 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
16 City's acceptance of the Project, the County shall conduct a final inspection of the Project. If such
17 conditions have been met, the Division shall specify in a letter to the City that the conditions of
18 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 \$527,878
21 which may be necessary to complete the Project. For the purposes of awarding the construction
22 of 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 Chapter 4.10 of the
28 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the

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

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

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

13 F. Upon completion of the design engineering, the City shall submit the plans
14 and specifications to the Division. The Division will ensure Federal CDBG requirements have been
15 adhered to, and review cost estimates to ensure sufficient funds are available. The City shall obtain
16 a letter from the Division specifying these conditions have been met, and that the City is approved
17 to advertise for bids to construct the 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 Division with the name of the low bidder and cost or price analysis of the low bid
23 proposal prepared by the City, so that the County may verify with the Labor Relations and Equal
24 Opportunity Division of the HUD Area Office that the low bidder is bonded and has not been
25 debarred or suspended from participating in Federal projects, and that the contractor will be
26 reasonably compensated in accordance with Federal requirements. The City shall obtain a letter
27 from the County specifying these conditions have been met, and that the City is approved to award
28 the Project for construction.

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

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

8 K. A reasonable time prior to the construction start date, the City shall give
9 written notice thereof, to include a copy of the executed contract between the City and the
10 Contractor and the Notice to Proceed to the Division.

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

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

21
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 N. The City shall comply with the mitigation measures, conditions and notes
29 identified in Environmental Assessment No. CD21571 (the "Assessment"). A copy of the
30 Assessment shall be provided to the City.

O. Upon completion of the Project, the City shall notify the Division, so a

1 representative of the Division may perform an inspection of the Project to confirm that it was
2 completed in accordance with the scope of work approved and authorized pursuant to this
3 executed Agreement.

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

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

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

26 R. The City shall be responsible for maintenance of the Project after
27 construction is completed, and shall perform such maintenance from non-CDBG resources.

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

1 by the expenditure of CDBG funds. Any program income generated as a result of the Project must
2 be paid to the County. For purposes of this Agreement, program income is defined as proceeds
3 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If
4 the City contributed financially to the improvement Project, the City may retain a share of the
5 program income in proportion to the City's contribution to the Project, after the City has provided a
6 written accounting acceptable to the County.

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

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

24 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

28 B. Whenever the City uses the services of a contractor, the City shall require

1 that the contractor comply with all Federal, State, and local laws, ordinances, regulations, and
2 Fresno County Charter provisions applicable in the performance of their work.

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

8 D. Non-Discrimination: The City agrees to comply with the non-discrimination
9 in employment and contracting opportunities laws, regulations, and executive orders referenced in
10 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
11 provisions in Section 109 of the Housing and Community Development Act of 1974 are still
12 applicable.

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

20 F. Records Retention: The City shall retain all financial records, supporting
21 documents, statistical records, and all other records pertinent to this Agreement for a period of four
22 (4) years from the date of the submission of the County's consolidated annual performance and
23 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
24 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
25 the records cited, and that have started before the expiration of the four-year record retention
26 period, such records must be retained until completion of the actions and resolution of all issues,
27 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
28 570.506).

1 V. PAYMENT FOR THE PROJECT

2 A. At monthly intervals, the City shall submit a written request to the County for
3 payment of specified costs incurred in the performance of this Agreement. The request for payment
4 shall be accompanied by a written certification from the City that the request for payment is
5 consistent with the amount of work that has been completed and that the work is in accordance
6 with the contract documents and this Agreement. The request for payment shall also be
7 accompanied by documentation acceptable to the County, such as invoices, or vouchers for
8 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After
9 a reasonable time to conduct an appropriate review and inspection, the County shall make
10 payment from CDBG funds provided in this Agreement for all eligible costs specified herein up to
11 the maximum amount payable under Section I.

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

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

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

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

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

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

6 Business Manager
7 County of Fresno
8 Department of Public Works and Planning
9 Financial Services Division
10 2220 Tulare Street, 6th Floor
11 Fresno, CA 93721
12 pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

13 H. The City shall establish accounting and bookkeeping procedures in
14 accordance with standard accounting and bookkeeping practices, including, but not limited to,
15 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds
16 in accordance with the performance of this Agreement. All records and accounts shall be available
17 for inspection by the County, the State of California, if applicable, the Comptroller General of the
18 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
19 for a period of at least five (5) years following final payment under this Agreement, or the closure
20 of all other pending matters, whichever is later. The City shall certify accounts when required or
21 requested by the County.

22 I. The City, as a sub-recipient of Federal financial assistance, is required to
23 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
24 et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project,
25 a copy of any audit performed by the City in accordance with said Act shall be forwarded to the
26 County Community Development Grants Program Manager within nine (9) months of the end of
27 any City fiscal year in which funds were expended and/or received for the Project. Failure to
28 perform the requisite audit functions as required by this paragraph may result in the County
performing any necessary audit tasks, or, at the County's option, the County contracting with a
public accountant to perform the audit. All audit costs related to the City's failure to perform the
requisite audit are the sole responsibility of the City, and such audit work costs incurred by the

1 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax
2 Collector. In the event the City is only required to perform an audit under the provisions of the Act
3 because the City is receiving CDBG funds, the County may perform, or cause to be performed,
4 the required audit, to determine whether funds provided through this Agreement have been
5 expended in accordance with applicable laws and regulations. Any audit-related costs incurred by
6 the County under this provision shall be charged to the County CDBG Program. The City agrees
7 to take prompt and appropriate corrective action on any instance of material non-compliance with
8 applicable laws and regulations.

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

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

14 VI. INDEMNIFICATION

15 Each party to this Agreement shall indemnify, defend, and hold harmless the other
16 party, its officers, agents, employees and representatives, from any and all loss, liability, costs,
17 expenses and damage to persons or property, and from any and all claims, demands and actions
18 in law or equity (including attorney's fees and legal expenses) arising or alleged to have arisen
19 directly from any wrongful acts caused by its respective activities pursuant to this Agreement. The
20 provisions of this Section VI shall survive the termination of this Agreement.

21 VII. TIME OF PERFORMANCE

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

- 24 1. Complete Design Engineering and Submit to the County for Review
25 – Previously Completed.
- 26 2. Begin advertising for bids – Previously Completed
- 27 3. Award Contract – August 22, 2023

28 B. The Project shall be completed, and the NOC shall be filed with the Fresno

1 County Recorder's Office, no later than December 29, 2023.

2 C. The final POM Report, written summary of all work completed,
3 documentation demonstrating compliance with the Section 3 clause, and request for final payment
4 shall be submitted to the County no later than February 27, 2024.

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

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

12 VIII. BREACH OF AGREEMENT

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

22 IX. TERMINATION OF PROJECT

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

27 B. If the City's request to cancel the Project covered by this Agreement is
28 approved by the Director, the City shall promptly return to the County all CDBG funds paid by the

1 County to City pursuant to this Agreement.

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

5 X. VENUE; GOVERNING LAW

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

10 XI. ENTIRE AGREEMENT

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

15 XII. NO THIRD-PARTY BENEFICIARIES

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

19 XIII. AUTHORIZED SIGNATURES

20 The City represents and warrants to the County that:

21 (A) The City is duly authorized and empowered to sign and perform its
22 obligations under this Agreement.

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

26 XIV. ELECTRONIC SIGNATURES

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

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

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

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

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

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

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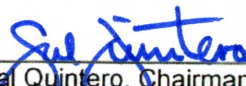
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on page one of this Agreement.

CITY OF REEDLEY

COUNTY OF FRESNO

By: 
Nicole Zieba, City Manager



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

Date: 7/14/23

Date: 8/22/23

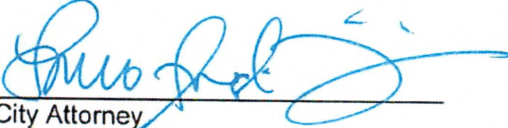
ATTEST:

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


City Clerk, City of Reedley

By: 
Deputy

APPROVED AS TO LEGAL FORM:


City Attorney

REMIT TO:
City of Reedley
Attn: Nicole Zieba, City Manager
1717 9th Street
Reedley, CA 93654
Telephone: (559) 637-4200

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N21571
ACTIVITY CODE: 7219

JA:PD:MV
G:\V205Com\Dev\Agendas-Agreements\2023\0922_Reedley City St Imps, Ph X (CDBG) 21571_Agt.docx
July 7, 2023

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

Project #: 21571 Project Name: Reedley City St Improvements, Ph X

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: _____