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AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2026 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("County"), and the City of Kerman ("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 Kerman Kerckhoff Park Improvements Project No. 25371 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that the total cost of the Project is \$280,039, and the City has requested the sum of \$221,057 in CDBG funds be made available for the Project, and the City will provide the remaining \$58,982 from local funds; and

WHEREAS, the County can provide \$221,057 in CDBG funds needed for the Project from the City's 2025-2026 allocation as approved by the Board on August 5, 2025; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plans, including the 2025-2026 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 the rehabilitation of the existing bathrooms and grandstand in Kerckhoff Park, including the removal and replacement of existing interior lights, fixtures, refinishing the interior floors and walls, painting the exterior, and re-establishing roof gutter connections and the replacement of exterior lights, and replacement of the roof and seating as

1 necessary in the parks grandstand. The Project is located in the existing Kerman Kerckhoff Park,
2 on the southeast corner of "G" and 3rd Streets in the City of Kerman.

3 B. The Project site is owned by the City.

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

5 1. Obtain all necessary permits.

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

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

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

16 5. Install listed park upgrades and provide related eligible
17 improvements.

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

19	Construction	\$203,289
20	Design & Construction Engineering	46,850
	Contingency, Permits & Misc.	<u>29,900</u>
21	Total	\$280,039

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 in any event shall not exceed the total amount of \$221,057. In the
25 event CDBG funds are not sufficient, the City shall complete the Project using its own funds.

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

28	CDBG	\$221,057
	Local Financial Contribution.	<u>58,982</u>
	Total	\$280,039

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

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

11 If the Director of the County Department of Public Works and Planning (“Director”) determines the
12 modified Project is still eligible under the Federal CDBG regulations, then the Director has the
13 authority to modify the scope, so long as the modifications do not change the fundamental nature
14 of the Project. The Director shall specify in a letter to the City that such modifications to the scope
15 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, \$221,057 in
18 CDBG funds for the Project for the City’s performance of its obligations under this Agreement. All
19 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 determine whether sufficient funds
are available to complete the Project. If such conditions have been met, the Division shall specify
in a letter to the City that these conditions have been met and that the Project can be advertised.

1 If such conditions have not been met, the Project will not move forward unless the City receives
2 an approval letter from the Division.

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 proposal
5 prepared by the City, to determine whether the contractor will be reasonably compensated in
6 accordance with Federal requirements, and to verify the contractor is bonded, and has not been
7 disbarred or suspended from participating in Federal projects. If such conditions have been met,
8 the Division shall specify in a letter to the City that these conditions have been met, and that the
9 contract can be awarded. If such conditions have not been met, the Project will not move forward
10 unless the City receives an approval letter from the Division.

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

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

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

27 III. OBLIGATIONS OF THE CITY

28 A. The City shall provide any and all sums of money in excess of \$221,057

1 which may be necessary to complete the Project. For the purposes of awarding the construction
2 of the Project within the Agreement amount, the bid documents should include any proposed
3 additive or deduct alternatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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4 N. The City shall comply with the mitigation measures, conditions and notes
5 identified in Environmental Assessment No. CD25371 (the "Assessment"). A copy of the
6 Assessment shall be provided to the City.

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

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

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

- 25 1. Total number of households/persons assisted.
- 26 2. Number of total households/persons assisted that:
 - 27 a. Now have new access to this type of public facility or
28 infrastructure improvement.

1 b. Now have improved access to this type of public facility or
2 infrastructure improvement.

3 c. Now are served by a public facility or infrastructure that is no
4 longer substandard.

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

7 S. The City must inform the County in writing of any program income generated
8 by the expenditure of CDBG funds. Any program income generated as a result of the Project must
9 be paid to the County. For purposes of this Agreement, program income is defined as proceeds
10 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If
11 the City contributed financially to the improvement Project, the City may retain a share of the
12 program income in proportion to the City's contribution to the Project, after the City has provided
13 a written accounting acceptable to the County.

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

26 U. The City acknowledges that the County may periodically inspect the Project
27 to ensure the property is being used as described in this Agreement. The City agrees to provide
28 any necessary information to the County to carry out such inspections. Furthermore, the City

1 agrees to take corrective action if the County determines that modifications to the use and location
2 of the Project have resulted in a violation of the Federal CDBG regulations.

3 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

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

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

28 F. Because the City is receiving at least \$100,000 for this Project from the

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

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

16 V. PAYMENT FOR THE PROJECT

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

1 B. CDBG regulations at 24 CFR 570.200(h) permit the City, as a
2 subrecipient, to incur pre-award costs for the project beginning with the start of the 2025-2026
3 program year on July 1, 2025, and submit such costs for payment under the agreement.

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

10 D. Payment for advertising and award shall be based on the actual costs of
11 printing and noticing.

12 E. The County shall not be bound by any agreement between the City and its
13 agents.

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

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

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

26 PWP Finance Division Mgr.
27 County of Fresno
28 Department of Public Works and Planning
 Financial Services Division
 2220 Tulare Street, 6th Floor
 Fresno, CA 93721

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

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

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

1 Community Development Grants
2 County of Fresno
3 Department of Public Works and Planning
4 Community Development Division
5 2220 Tulare Street, 6th Floor
6 Fresno, CA 93721

7 VI. INDEMNIFICATION

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

16 VII. TIME OF PERFORMANCE

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

- 19 1. Complete Design Engineering and Submit to the County for Review
20 – June 30, 2026
- 21 2. Complete County Review and Approval of Plans – September 30,
22 2026
- 23 3. Begin Advertising for Bids – October 23, 2026
- 24 4. Award Contract – December 9, 2026

25 B. The Project shall be completed, and NOC shall be filed with the Fresno
26 County Recorder's Office, no later than April 14, 2027.

27 C. The final POM Report, written summary of all work completed,
28 documentation demonstrating compliance with Section 3 of the Housing and Urban Development
Act of 1968, as amended, and request for final payment shall be submitted to the County no later
than June 14, 2027.

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

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

8 VIII. BREACH OF AGREEMENT

9 In the event the City fails to comply with any of the terms of this Agreement, the
10 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize
11 any remedies permitted by law that the County deems appropriate. Should the County deem a
12 breach of this Agreement material, the County shall immediately be relieved of its obligations to
13 make further payment as provided herein and City shall return to County within 30 days all CDBG
14 funds paid by the County to the City pursuant to this Agreement. Termination of this Agreement
15 due to breach shall not, in any way whatsoever, limit the rights of the County in seeking any other
16 legal relief in a court of law or equity, including the recovery of damages. In addition to the
17 termination of the Agreement by the County due to a material breach of this Agreement by the
18 Subrecipient, the County may also terminate this Agreement for convenience, in accordance with
19 state and federal law.

20 IX. TERMINATION OF PROJECT

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

25 B. If the City's request to cancel the Project covered by this Agreement is
26 approved by the County, the City shall reimburse to the County within 30 days the amount of all
27 CDBG funds provided to the City for the Project. The reimbursed amount of funds shall be credited
28 back to the City's CDBG allocation.

1 X. VENUE; GOVERNING LAW

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

6 XI. ENTIRE AGREEMENT

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

11 XII. NO THIRD-PARTY BENEFICIARIES

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

15 XIII. AUTHORIZED SIGNATURES

16 The City represents and warrants to the County that:

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

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

22 XIV. ELECTRONIC SIGNATURES

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

25 A. An “electronic signature” means any symbol or process intended by an
26 individual signing this Agreement to represent their signature, including but not limited to (1) a
27 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
28

1 scanned and transmitted (for example by PDF document) version of an original handwritten
2 signature.

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

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

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

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

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

3

4 CITY OF KERMAN

COUNTY OF FRESNO

5

6 By: 
John Jansons, City Manager

Garry Bredefeld, Chairman of the
Board of Supervisors of the
County of Fresno

8


9 Date: 2-25-26

Date: _____

10 ATTEST:

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

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12 
13 _____
14 City Clerk, City of Kerman
Deputy

By: _____
Deputy

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16 APPROVED AS TO LEGAL FORM:

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18 _____
City Attorney

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22 FUND NO: 0001
23 SUBCLASS NO: 10000
24 ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N25371
ACTIVITY CODE: 7219

REMIT TO:

City of Kerman
Attn: John Jansons, City Manager
850 S Madera Avenue.
Kerman, CA 93630
Telephone: (559) 846-9384

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JA:DJ
G:\7205ComDev\~Agendas-Agreements\2026\0127 Kerman Kerckhoff Park Imps, 25371_AGT.docx
February 11, 2026

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

Project #: 25371

Project Name: Kerman Kerckhoff Park Improvements

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

1. Years Reported: _____ through _____

2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)

 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

 - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____

4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

Exhibit 2

Project Pay Request

Date

PWP Finance Division Mgr.
County of Fresno
Department of Public Works and Planning
Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. _____
<City Name>
<Project Title>

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

The City certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement.

Sincerely,

<City Manager>
<City Name>