

1
AGREEMENT

2 THIS AGREEMENT ("Agreement") is made this 27th day of January, 2026
3 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of
4 California ("County"), and the City of Orange Cove ("City").

5 WITNESSETH

6 WHEREAS, the County has been designated as the sponsoring agency to administer and
7 implement the Community Development Block Grant ("CDBG") Program activities for the County,
8 and its participating cities, in accordance with the provisions of Title I of the Housing and
9 Community Development Act of 1974, as amended, and the laws of the State of California; and

10 WHEREAS, CDBG funding has been made available to the County for housing and
11 community development activities; and

12 WHEREAS, the City has submitted the Orange Cove Sheridan Park Improvements, Phase
13 I, Project No. 25511 ("Project") for CDBG funding; and

14 WHEREAS, the City has estimated that the total cost of the Project is \$50,000, and the City
15 has requested the sum of \$50,000 in CDBG funds be made available for the Project; and

16 WHEREAS, the County can provide \$50,000 in CDBG funds needed for the Project from
17 the City's 2025-2026 CDBG allocation; and

18 WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated
19 Plan, including the 2025-2029 Annual Action Plan.

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

22 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

23 A. The Project consists of the preparation of design plans and specifications
24 for parking and ADA improvements in Sheridan Park. A future phase of the Project will consist of
25 the installation of parking and ADA improvements in Sheridan Park. The Project is located in the
26 existing Orange Cove Sheridan Park at 399 Second Street.

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

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

1 1. Conduct any necessary studies, investigations, surveys, or testing
2 necessary to complete environmental review.

3 2. Obtain all necessary permits.

4 3. Perform all necessary design engineering, including, but not limited
5 to, surveying; testing; preparation of plans, specifications, and cost estimates, bid documents and
6 a cost or price analysis.

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

Design Engineering	45,000
Contingency, Permits & Misc.	5,000
Total	\$50,000

10
11 E. Notwithstanding the City's estimates described in the above-described
12 Project budget, payments for the Project from CDBG funds shall be limited to the City's actual
13 costs expended by the City, and in any event shall not exceed the total amount of \$50,000. In the
14 event CDBG funds are not sufficient, the City shall complete the Project using its own funds.

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

CDBG	\$50,000
Total	\$50,000

17
18 G. Prior to any proposed changes that may occur which would modify the
19 scope of the Project, the City shall submit a written request to the County. The City shall send its
20 written request to:

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

27
28 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 City that such modifications
to the scope of the Project are authorized, and if the City may proceed.

II. OBLIGATIONS OF THE COUNTY

1 A. The County shall reimburse the City up to, but not more than, \$50,000 in
2 CDBG funds for the Project for the City's performance of its obligations under this Agreement. All
3 funds shall be paid to the City in accordance with Section V-A of this Agreement.

4 B. The County shall review, within thirty (30) calendar days of receipt from the
5 City, the design plans and specifications for the Project and construction cost estimate, as
6 prepared by the City, for compliance with Federal regulations. 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 Project can be advertised. If such conditions have not been met, the Project will not move forward
9 unless the City receives an approval letter from the Division.

10 C. The County shall review, within forty-five (45) calendar days of receipt from
11 the District, the design plans and specifications for the Project and construction cost estimate, as
12 prepared by the District, for compliance with Federal regulations. If such conditions have been
13 met, the Division shall specify in a letter to the District that these conditions have been met and
14 the plans and specifications are approved. If such conditions have not been met, the Division shall
15 specify required corrections in a letter to the District.

16 D. Notwithstanding anything to the contrary in this Section II or Section III of
17 this Agreement, the County's determinations and actions under this Section II and Section III of
18 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated
19 herein, and do not relieve the City of its obligations, or lessen the City's obligations, under this
20 Agreement.

21 III. OBLIGATIONS OF THE CITY

22 A. The City shall provide any and all sums of money in excess of \$50,000 which
23 may be necessary to complete the Project. The bid documents should include any proposed
24 additive or deduct alternatives.

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

27 C. The City shall specify in agreements with its consultants that all engineering
28 work funded with CDBG funds shall become the property of the City upon payment by the City for

1 the cost of such engineering work.

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

7 E. Upon completion of the design engineering, the City shall submit the plans
8 and specifications to the Division. The County will ensure Federal CDBG requirements have been
9 adhered to, and review cost estimates to, ensure sufficient funds are available. The City shall
10 obtain a letter from the Division specifying these conditions have been met and the plans and
11 specifications are approved.

18 G. The scope of work specified in Section I-A has been determined to be
19 exempt under the provisions of the National Environmental Policy Act (NEPA) and the California
20 Environmental Quality Act (CEQA).

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

1 a written accounting acceptable to the County.

2 J. The City acknowledges that the Orange Cove Sheridan Park Improvements,
3 Phase II project must be completed in order to meet a national objective per HUD regulations. The
4 City shall not receive CDBG project funding for any other project or activity until an agreement is
5 executed for the Orange Cove Sheridan Park Improvements, Phase II project, or until the Project
6 has been terminated pursuant to the provisions of Section IX of this Agreement.

7 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

22 D. Phase II of this Project is subject to the requirements of Section 3 of the
23 Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u), and all documents
24 prepared for the Project shall reflect this requirement. Accordingly, the City shall require the prime
25 contractor to complete and submit documentation prior to award of the construction contract, and
26 upon Project completion, that compliance with the requirements of Section 3 of the Housing and
27 Urban Development Act of 1968 clause have been met.

28 E. Non-Discrimination: The City agrees to comply with the non-discrimination

1 in employment and contracting opportunities laws, regulations, and executive orders referenced in
2 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
3 provisions in Section 109 of the Housing and Community Development Act of 1974 are still
4 applicable.

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

14 V. PAYMENT FOR THE PROJECT

15 A. At monthly intervals, the City shall submit a written request to the County for
16 payment of specified costs incurred in the performance of this Agreement. The request for the
17 County to make such a payment shall be in accordance with the exemplar Project Pay Request
18 Form, attached as Exhibit 1, and incorporated by this reference. The request for payment shall be
19 accompanied by a written certification from the City that the request for payment is consistent with
20 the amount of work that has been completed, and that the work is in accordance with the contract
21 documents and this Agreement. The request for payment shall also be accompanied by
22 documentation acceptable to the County, such as invoices, or vouchers for services or materials
23 purchased, or other costs chargeable to the Project. After appropriate review and inspection, the
24 County shall make payment from CDBG funds provided in this Agreement for all eligible costs
25 specified herein up to the maximum amount payable under Section I.

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

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

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

20 Business Manager
21 County of Fresno
22 Department of Public Works and Planning
23 Financial Services Division
24 2220 Tulare Street, 6th Floor
25 Fresno, CA 93721
26 pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

1 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
2 for a period of at least five (5) years following final payment under this Agreement, or the closure
3 of all other pending matters, whichever is later. The City shall certify accounts when required or
4 requested by the County.

I. The City, as a sub-recipient of Federal financial assistance, is required to comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501 et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project, a copy of any audit performed by the City in accordance with said Act shall be forwarded to the County Community Development Division within nine (9) months of the end of any City fiscal year in which funds were expended and/or received for the Project. Failure to 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 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the event the City is only required to perform an audit under the provisions of the Act because the City is receiving CDBG funds, the County may perform, or cause to be performed, the required audit to determine whether funds provided through this Agreement have been expended in accordance with applicable laws and regulations. Any audit-related costs incurred by the County under this provision shall be charged to the County CDBG Program. The City agrees to take prompt and appropriate corrective action on any instance of material non-compliance with applicable laws and regulations.

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

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

VI. INDEMNIFICATION

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

VII. TIME OF PERFORMANCE

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

12 1. Complete Design Engineering and Submit to the County for Review
13 – February 9, 2026.

14 2. Complete County Review and Approval of Plans – June 11, 2026.

17 C. This Agreement shall remain in effect until January 10, 2028, to provide the
18 City time to complete the planned Orange Cove Sheridan Park Improvements, Phase II project,
19 which must be completed in order to meet a national objective per HUD regulations. Satisfaction
20 of this requirement shall be evidenced by the recording of a Notice of Completion for the Orange
21 Cove Sheridan Park Improvements, Phase II project.

22 D. The City shall give immediate written notification to the Division of any
23 events that occur which may affect the above time schedule, or any event that may have significant
24 impact upon the Project or affect the attainment of the Project's objectives. The Director is
25 authorized to adjust the above schedule if, in the Director's judgment, any delay is beyond the
26 control of the parties involved.

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

VIII. BREACH OF AGREEMENT

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

12 IX. TERMINATION OF PROJECT

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

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

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

23 D. Failure to initiate and complete the Orange Cove Sheridan Park
24 Improvements, Phase II project by the date specified in Section VII-C and in accordance with
25 Section VII-C shall be considered a cancellation of the Project covered by this Agreement, and the
26 City shall return to the County within 30 days all CDBG funds paid by the County to City pursuant
27 to this Agreement.

28 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 City 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 City and HUD, and there are no intended third-party beneficiaries of this Agreement.

XIII. AUTHORIZED SIGNATURES

The City represents and warrants to the County that:

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

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

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

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

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

12 E. This Agreement is not conditioned upon the parties conducting the
13 transactions under it by electronic means and either party may sign this Agreement with an
14 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.

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4 CITY OF ORANGE COVE

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6 By:

Samuel A. Escobar, City Manager

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Date: 12/10/25

10 ATTEST:

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Gynthia L. Linoes
13 City Clerk, City of Orange Cove

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APPROVED AS TO LEGAL FORM:

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Wagstaff
18 City Attorney

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FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N25511
ACTIVITY CODE: 7219

COUNTY OF FRESNO

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

Date: 1-27-2026

ATTEST:

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

By: Hanam
Deputy

REMIT TO:

City of Orange Cove
Attn: Samuel Escobar, City Manager
633 Sixth Street
Orange Cove, CA 93646
Telephone: (559) 626-4488

Exhibit 1

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. _____
<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, and as evidenced by the enclosed invoices and supporting documents.

<u>Payee</u>	<u>Invoice#</u>	<u>Amount</u>
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Sincerely,

<City Manager>
<City Name>