



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: January 13, 2026

To: Board Directors

Attn: Brad Richter
President

From: Fire District Staff

Subject: CDBG (Community Development Block Grant) Agreement
Water Tender 94 Purchase Project #CD25731

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

Staff is recommending the District approve the CDBG Grant agreement to purchase a new Water Tender 94 and approve the Board President to sign the agreement.

BACKGROUND:

In 2025, the District submitted a CDBG application to purchase a new Water Tender for Station 94. Staff was recently informed by the County of Fresno that the project would be moved from the 2026-2027 grant cycle and placed under the 2025-2026 amended grant cycle and is approved.

DISCUSSION:

The County of Fresno has provided an agreement to move forward with the project. Once the agreement is signed by both the Board President and the Fresno County Board of Supervisors, District Staff can start the Water Tender Procurement. The District is seeking \$300,000 from the CDBG program and would need to fund the remaining \$322,000 from the District's FY 2025-26 budget.

ALTERNATIVES:

Not accept the agreement for the 2025-2026 CDBG and fund the entire project cost.

IMPACTS (*Consider potential consequences related to each of the following areas of concern for proposed alternatives*):

- Fiscal –The District’s portion of the cost would be \$322,000 with a savings of \$300,000
- Operational – N/A
- Legal – N/A
- Labor – N/A
- Sociopolitical – N/A
- Policy – N/A
- Health and safety – N/A
- Environmental – N/A
- Interagency – N/A

RECOMMENDATION:

Staff is recommending that the Board of Directors approve the CDBG Water Tender 94 purchase Project #CD25731 Agreement. That any Board of Directors makes a motion to approve the CDBG Agreement and to approve the Board President to sign and execute the CDBG Water Tender 94 Purchase Project #CD25731 Agreement.

APPROVED:

DocuSigned by:
Andy Cosentino
CAE8A150A6EC445

Andy Cosentino, Assistant Chief

1/13/2026

Date

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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 Fresno County Fire Protection District ("District").

WITNESSETH

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

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

WHEREAS, the District has submitted the Fresno County Fire Protection District Station 94 Water Tender, Project No. 25731 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$615,383, and the District has committed local funds to the Project in the amount of \$315,383, and is in need of \$300,000 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$300,000 in CDBG funds needed for the Project from the County's 2025-2026 CDBG allocation; and

WHEREAS, on March 17, 2026, the County Board of Supervisors approved the Project as the highest-ranking project on the Unincorporated Area Project list for 2026-2027 prior to the approval of the complete 2026-2027 Action Plan; and

WHEREAS, on March 17, 2026, the County Board of Supervisors amended the 2025-2026 Unincorporated Area Project list by adding this Project to the bottom of the 2025-2026 list and removing it from the 2026-2027 list; and

WHEREAS, the Project is now the next project on the 2025-2026 Unincorporated Area Project List; and

1 WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated
2 Plan, including the 2025-2026 Annual Action Plan, as amended.

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

5 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

6 A. The Project consists of procuring a new, fully equipped water tender to be
7 stationed at Harris Ranch Station 94. Its addition to the fleet will significantly enhance mobile water
8 delivery capabilities in a drought impacted area that continues to face heightened wildfire risks,
9 limited natural water availability, and minimal municipal water delivery infrastructure or fire
10 hydrants. The Project will enhance public safety for residents in Cantua Creek, Five Points, Helm,
11 and the Three Rocks areas.

12 B. The Project apparatus will be owned by the District.

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

- 14 1. Obtain all necessary permits
15 2. Prepare and advertise Project bid notices and award contract,
16 including, but not limited to, the printing of bid documents; publishing of notices; and preparation
17 of bid summary;
18 3. Procure a new water tender.

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

20

Procurement of a water tender	<u>\$615,383</u>
Total	\$615,383

21

22 E. Notwithstanding District's estimates described in the above-described
23 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual
24 costs, and in any event shall not exceed the total amount of \$300,000.

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

26

CDBG	\$300,000
Local Financial Contribution	<u>315,383</u>
Total	\$615,383

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28 G. Prior to any proposed changes that may occur which would modify the

1 scope of the Project, the District shall submit a written request to the County. The District shall
2 send its written request to:

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

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

13 II. OBLIGATIONS OF THE COUNTY

14 A. The County shall reimburse the District up to, but not more than, \$300,000
15 in CDBG funds for the Project for the District's performance of its obligations under this Agreement.
16 All funds shall be paid in accordance with Section V of this Agreement.

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

24 C. The County shall review, within thirty (30) calendar days of receipt from the
25 District, the specifications for the Project as prepared by the District for compliance with Federal
26 regulations, conformance with applicable code requirements sufficient allow for construction-
27 related permit issuance, and the total Project cost estimate to ensure sufficient funds are available
28 to complete the Project. If such conditions have been met, the Division shall specify in a letter to
the District that these conditions have been met and that the Project can be advertised. If such
conditions have not been met, the Project will not move forward unless the District receives an

1 approval letter from the Division.

2 D. The County shall also review, within twenty-one (21) calendar days of
3 receipt from the District, the name of the low bidder and the cost or price analysis of the low bid
4 proposal prepared by the District to determine whether the vendor will be reasonably compensated
5 in accordance with Federal requirements, and to verify that the vendor 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 District that these conditions have been met, and that
8 the contract can be awarded. If such conditions have not been met, the Project will not move
9 forward unless the District receives an approval letter from the Division.

10 E. The County may, upon request by the District, allow alternate procurement
11 procedures permitted under 2 CFR Part 200, provided the District submits satisfactory
12 documentation and justification.

13 F. The County shall conduct periodic inspections of the Project, as may be
14 required, in the determination of the County, that the intended use and group of beneficiaries of
15 the Project, as identified by the District in the application, have not changed.

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

21 III. OBLIGATIONS OF THE DISTRICT

22 A. The District shall provide any and all sums of money in excess of \$300,000
23 which may be necessary to complete the Project. For the purposes of awarding the Project within
24 the Agreement amount, the bid documents shall include any proposed additive or deduct
25 alternatives.

26 B. The District shall demonstrate in writing, and to the County's satisfaction,
27 that it has the authority, operational ability, and financial resources for maintaining the equipment
28 acquired with CDBG funds under this Agreement prior to award of the procurement contract for

1 the Project.

2 C. The District shall perform, or cause to be performed, all design work required
3 for the Project.

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

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

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

19 G. Should the District desire to follow a procurement process other than the
20 one described in sections E and F above, the District may make a request to the County to follow
21 alternate procurement procedures permitted under 2 CFR Part 200. The District must submit
22 satisfactory documentation and justification and get approval from the County prior to using this
23 alternate procurement method.

24 H. The District shall give written notice thereof, to include a copy of the
25 executed contract between the District and the vendor, to the Division.

26 I. All proposed contract change orders shall not proceed until prior written
27 approval has been given by the County. Request for approval of a change order(s) shall include
28 a narrative description of the work, a cost or price analysis in accordance with HUD requirements,

1 and a written certification from the District that the approval of the change order is consistent with
2 the final cost estimate approved by the County. In addition, the District shall certify that the change
3 order is within the scope of the Project and is necessary to complete the Project.

4 J. The District shall send all procurement documents and all written
5 correspondence to:

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

10 K. The County has determined that the Project is exempt from the provisions
11 of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act
12 (NEPA).

13 L. Upon completion of the Project, the District shall notify the Division so a
14 representative of the Division can perform an inspection of the Project to determine that it was
15 completed in accordance with the scope of work approved and authorized pursuant to this
16 executed Agreement.

17 M. Upon approval of Project completion by the County, the District shall provide
18 the Division with a resolution of acceptance, or similar documentation, demonstrating that the
19 Project was completed in accordance with the scope of work approved and authorized pursuant
20 to this executed Agreement and any approved subsequent amendments and/or change orders,
21 and that the District has accepted the Project. Prior to the final request for payment, the District
22 shall also provide the County with a written summary of all Project work completed with CDBG and
23 other funds.

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

- 1 1. Total number of households/persons assisted.
- 2 2. Number of total households/persons assisted that:
- 3 a. Now have new access to this type of public facility or
- 4 infrastructure improvement.
- 5 b. Now have improved access to this type of public facility or
- 6 infrastructure improvement.
- 7 c. Now are served by public facility or infrastructure that is no
- 8 longer substandard.

9 O. The District shall be responsible for maintenance of the Project after the
10 Project is completed, and shall perform such maintenance from non-CDBG resources.

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

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

1 taken by the Federal government to relieve the District of these obligations.

2 R. The District acknowledges that the County may periodically inspect the
3 Project to ensure that the property is being used as described in this Agreement. The District
4 agrees to provide any necessary information to the County to carry out such inspections.
5 Furthermore, the District agrees to take corrective action if the County determines that
6 modifications to the use and location of the Project have resulted in a violation of the Federal
7 CDBG regulations.

8 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

9 A. The District shall, and shall cause its consultants, contractors, vendors,
10 and/or subcontractors to, comply with all applicable State and Federal laws and regulations
11 governing the Project.

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

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

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

27 E. Records Retention: The District shall retain all financial records, supporting
28 documents, statistical records, and all other records pertinent to this Agreement for a period of four

1 (4) years from the date of the submission of the County's consolidated annual performance and
2 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
3 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
4 the records cited, and that have started before the expiration of the four-year record retention
5 period, such records must be retained until completion of the actions and resolution of all issues,
6 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
7 570.506).

8 V. PAYMENT FOR THE PROJECT

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

21 B. Any savings realized in the final cost of the Project, due to Project cost
22 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
23 the amount of this Project paid for with CDBG funds in the same pro rata share that CDBG funds
24 were used in payment of the Project. If the District is required to provide any additional funds
25 toward the Project other than described in this Agreement, any cost savings shall be first used to
26 reimburse the District for its contribution in excess of the total amount provided by this Agreement.

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

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

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

6 F. Upon the completion of the Project, the District shall submit to the
7 Division a written request for final payment of costs, which shall provide a detailed description
8 of the Project pay items and costs. The final pay request shall be in accordance with Exhibit 2.
9 The County shall not be obligated to make any payments under this Agreement if the request
10 for payment is submitted by the District more than sixty (60) days after evidence of delivery,
11 inspection, and acceptance by the District has been submitted to the County. An extension to
12 the sixty (60) day period may be granted by the Director prior to the deadline if the District can
13 demonstrate just cause for the delay.

14 G. The County may withhold payment of the final payment request made by
15 the District until a final POM and written summary of all Project work completed with CDBG and
16 other funds have been submitted to the County.

17 H. All requests for payment and supporting documentation shall be sent to:
18 PWP Finance Division Mgr.
19 County of Fresno
20 Department of Public Works and Planning
21 Financial Services Division
22 2220 Tulare Street, 6th Floor
23 Fresno, CA 93721
24 pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

25 I. The District shall establish accounting and bookkeeping procedures in
26 accordance with standard accounting and bookkeeping practices, including, but not limited to,
27 employee timecards; payrolls; and other records of all transactions to be paid with CDBG funds in
28 accordance with the performance of this Agreement. All records and accounts shall be available
for inspection by the County, the State of California, if applicable, the Comptroller General of the
United States, and HUD or any of their duly authorized representatives at all reasonable times for

1 a period as specified in Section IV-E. The District shall certify accounts when required or requested
2 by the County.

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

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

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

28 VI. INDEMNIFICATION

The District shall indemnify and hold harmless and defend the County (including its
officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,

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

7 VII. TIME OF PERFORMANCE

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

- 10 1. Submit Procurement Request to the County for Review – April 3,
11 2026
- 12 2. Complete County Review of Procurement Request – April 17, 2026
- 13 3. Begin Procurement / Advertising for Bids – May 1, 2026
- 14 4. Award Contract – May 20, 2026

15 B. Evidence of delivery, inspection, and acceptance by the District shall be
16 submitted to the Division no later than September 10, 2027.

17 C. The final POM Report, written summary of all work completed, and request
18 for final payment shall be submitted to the County no later than November 10, 2027.

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

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

26 VIII. BREACH OF AGREEMENT

27 In the event the District fails to comply with any of the terms of this Agreement, the
28 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize

1 any remedies permitted by law that the County deems appropriate. Should the County deem a
2 breach of this Agreement material, the County shall immediately be relieved of its obligations to
3 make further payment as provided herein. Termination of this Agreement due to breach shall not,
4 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
5 law or equity, including the recovery of damages. In addition to the Agreement being terminated
6 by the County in accordance with a material breach of this Agreement by the District, this
7 Agreement may also be terminated for convenience by the County in accordance with state and
8 federal law.

9 IX. TERMINATION OF PROJECT

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

14 B. If the District's request to cancel the Project covered by this Agreement is
15 approved by the Director, the District shall promptly return to the County all CDBG funds paid by
16 the County to the District pursuant to this Agreement.

17 X. VENUE; GOVERNING LAW

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

22 XI. ENTIRE AGREEMENT

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

27 XII. NO THIRD-PARTY BENEFICIARIES

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

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

3 XIII. AUTHORIZED SIGNATURES

4 The District represents and warrants to the County that:

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

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

10 XIV. ELECTRONIC SIGNATURES

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

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

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

23 C. The provisions of this section satisfy the requirements of Civil Code
24 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division
25 3, Part 2, Title 2.5, beginning with section 1633.1).

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

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

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

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FRESNO COUNTY FIRE PROTECTION DISTRICT

COUNTY OF FRESNO

By: _____
Dustin Hail, Fire Chief

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

Date: _____

Date: _____

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

By: _____
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N25731
ACTIVITY CODE: 7219

REMIT TO:
Fresno County Fire Protection District
Attn: Josh Chrisman
210 S. Academy Avenue
Fresno, CA 93657
(559) 493-4306

JA:DI
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December 26, 2025

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

Project #: 25731 Project Name: FCFPD Station 94 Water Tender

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 requires 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/District Name>
<Project Title>

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

The City/District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents.

Payee	Invoice #	Amount
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Sincerely,

<City/District Manager>
<City/District Name>

Enclosure(s)