

**NORTH CENTRAL FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS  
SPECIAL BOARD MEETING  
WEDNESDAY 9, 2023  
START TIME: 11:00 A.M.  
LOCATION: 15850 W. KEARNEY BLVD., KERMAN CA.**

**AGENDA**

Anyone wishing to address the Board on any agenda item, can do so by written communication or in person during a Board of Directors meeting. In order to allow time for all public comments, individuals are limited to five minutes total for each action item.

**1. CALL TO ORDER**

A) Roll Call

**2. INVOCATION AND FLAG SALUTE**

**3. PUBLIC COMMENTS**

**4. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT**

A) Approve the Agreement for CDBG funding for an Off-Road Water Tender with the County of Fresno and authorize the Fire Chief to sign and submit on behalf of the District.

**5. RESOLUTION NO. 23-07 – WEED ABATEMENT TAX ROLL ASSESSMENT**

A) Action item – Consider and adopt Resolution No. 23-07 to place weed abatement charges on the tax roll for the 2023-2024 fiscal year.

**6. BOARD MEMBER COMMENTS/REPORTS**

**7. ANNOUNCEMENTS**

A) Regular Board Meeting: Thursday, August 24, 2023, at 4:30 p.m.

**8. ADJOURNMENT**

**PUBLIC COMMENTS AND INQUIRIES**

At a Board meeting, those who wish to be heard on matters on the agenda should indicate their desire to speak when the item is ready for discussion. If, at the meeting, you wish to discuss an item, which is not on the agenda, you may indicate your desire to do so under "Public Comments". In order to allow time for all public comments and inquiries, the time for individual comments may, at the discretion of the Chairman of the Board, be limited to five minutes. If you wish to request time on an upcoming Board Agenda to present a particular item or matter to the Board, you may contact the District by 5:00 p.m. seven business days prior to the scheduled Board meeting to so request. If the matter is within the Board's jurisdiction, and the Board has not taken action or considered the item at a recent meeting, the District may place the item on the agenda. When addressing the Board, you are requested to come forward to the speaker's podium, state your name and address, and then proceed with your presentation. In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the District at 559-878-4550. Notification provided a minimum of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically disabled.



## NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Foglio

Michael Golden • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

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Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 878-4550 • FAX (559) 846-3788

[www.northcentralfire.org](http://www.northcentralfire.org)

### MEMORANDUM

**TO:** North Central Board of Directors

**FROM:** Timothy Henry, Fire Chief

**DATE:** August 09, 2023

**SUBJECT:** Community Development Block Grant (CDBG) Funding Agreement

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On August 25, 2022, the District Board approved for staff to apply for CDBG 2023-2024 Program Year funding for an Off-Road Water Tender for District Station 57 in Biola. The County of Fresno receives an annual allocation of CDBG grant funds from the federal Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available for public facility improvements and equipment purchases in its unincorporated communities.

A few weeks ago, the District received an email from the County of Fresno's Community Development Division that the District's application was approved. The next step in the CDBG funding process is to enter into an agreement for the funding with the County of Fresno. After the agreement is approved by the District Board it will go before the County Board of Supervisors for their approval on September 19, 2023.

The estimated cost of the Off-Road Water Tender submitted in the application is \$598,412. The amount of CDBG funds awarded for this project is one half of this estimated cost which comes to \$299,206.

Attached for your review and approval is the Agreement with the County of Fresno for CDBG funding for an Off-Road Water Tender.

**Recommended Action:** Approve the Agreement for CDBG funding for an Off-Road Water Tender with the County of Fresno and authorize the Fire Chief to sign and submit on behalf of the District.



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AGREEMENT

THIS AGREEMENT ("Agreement") is made this 9th day of August, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the NORTH CENTRAL 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 Biola Fire Station 57 Off Road Water Tender, Project No. 23031 ("Project"), to the County for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$598,412, and the District has committed local funds to the Project in the amount of \$299,206, and has requested \$299,206 from the County's allocation of CDBG funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on May 09, 2023, approved the Project on the back-up list as part of approving the County's 2023-2024 Annual Action Plan, in the event funding becomes available; and

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

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2023-2024 Annual Action Plan.

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

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the purchase of a new Type III off-road capable

1 water tender for Fire Station 57, located in the community of Biola. The new Type III water tender  
2 will provide off-road capabilities, providing a mobile water source both on- and off- road. The water  
3 tender will have a deck gun to engage in fire suppression. The off-road capabilities will allow  
4 firefighters to access rural terrain and meet national best practices regarding resource deployment.  
5 This unit has less water carrying capacity, but increased functionality compared with the existing  
6 on-road water tender. It will be housed concurrently with the existing water tender to provide  
7 firefighters the choice of the most appropriate apparatus needed for the situation. The station  
8 serves the community of Biola and surrounding unincorporated areas.

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

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

- 11 1. Obtain all necessary permits
- 12 2. Prepare and advertise Project bid notices and award contract,  
13 including, but not limited to, the printing of bid documents; publishing of notices; and preparation  
14 of bid summary;
- 15 3. Procure a Type III Water Tender.

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

|                                |                  |
|--------------------------------|------------------|
| 17 Procurement of Water Tender | <u>\$598,412</u> |
| 18 Total                       | \$598,412        |

19 E. Notwithstanding District's estimates described in the above-described  
20 Project budget, payments for the Project from CDBG funds shall be limited to the District's actual  
21 costs, and in any event shall not exceed the total amount of \$299,206.

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

|                                 |                |
|---------------------------------|----------------|
| 23 CDBG                         | \$299,206      |
| 24 Local Financial Contribution | <u>299,206</u> |
| Total                           | \$598,412      |

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

28 Community Development Grants  
County of Fresno

1 Department of Public Works and Planning  
2 Community Development Division  
3 2220 Tulare Street, 6<sup>th</sup> Floor  
4 Fresno, CA 93721

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

9 II. OBLIGATIONS OF THE COUNTY

10 A. The County shall reimburse the District up to, but not more than, \$299,206  
11 in CDBG funds for the Project for the District's performance of its obligations under this Agreement.  
12 All funds shall be paid in accordance with Section V of this Agreement.

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

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

28 D. The County shall also review, within twenty-one (21) calendar days of  
receipt from the District, the name of the low bidder and the cost or price analysis of the low bid  
proposal prepared by the District to determine whether the vendor will be reasonably compensated

1 in accordance with Federal requirements, and to verify that the vendor is bonded and has not been  
2 disbarred or suspended from participating in Federal projects. If such conditions have been met,  
3 the Division shall specify in a letter to the District that these conditions have been met, and that  
4 the contract can be awarded. If such conditions have not been met, the Project will not move  
5 forward unless the District receives an approval letter from the Division.

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

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

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

17 III. OBLIGATIONS OF THE DISTRICT

18 A. The District shall provide any and all sums of money in excess of \$299,206  
19 which may be necessary to complete the Project. For the purposes of awarding the Project within  
20 the Agreement amount, the bid documents shall include any proposed additive or deduct  
21 alternatives.

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

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

28 D. Upon completion of the design, the District shall submit the specifications to

1 the Division. The Division will ensure Federal CDGB requirements have been adhered to and will  
2 review cost estimates to ensure sufficient funds are available. The District shall obtain a letter from  
3 the Division specifying these conditions have been met, and that the District is approved to  
4 advertise for bids for the Project.

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

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

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

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

22 I. All proposed contract change orders shall not proceed until prior written  
23 approval has been given by the County. Request for approval of a change order(s) shall include  
24 a narrative description of the work, a cost or price analysis in accordance with HUD requirements,  
25 and a written certification from the District that the approval of the change order is consistent with  
26 the final cost estimate approved by the County. In addition, the District shall certify that the change  
27 order is within the scope of the Project and is necessary to complete the Project.

28 J. The District shall send all procurement documents and all written



1 correspondence to:

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

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

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

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

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

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

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- b. Now have improved access to this type of public facility or infrastructure improvement.
- c. Now are served by public facility or infrastructure that is no longer substandard.

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

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

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

R. The District acknowledges that the County may periodically inspect the Project to ensure that the property is being used as described in this Agreement. The District agrees to provide any necessary information to the County to carry out such inspections.

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

4 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

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

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

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

4 V. PAYMENT FOR THE PROJECT

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

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

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

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

27 E. The County may withhold payment of the final payment request made by  
28 the District until evidence is submitted to the County that a maintenance plan has been prepared

1 and adopted for the improvements procured with CDBG funds.

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

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

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

14 Business Manager  
15 County of Fresno  
16 Department of Public Works and Planning  
17 Financial Services Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

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

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

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

16 K. The District shall send a copy of the audit to:  
17 Community Development Grants  
18 County of Fresno  
19 Department of Public Works and Planning  
20 Community Development Division  
21 2220 Tulare Street, 6<sup>th</sup> Floor  
22 Fresno, CA 93721

21 VI. INDEMNIFICATION

22 The District shall indemnify, defend, and save harmless the County, its officers,  
23 agents, and employees from and against any and all damages, claims, and losses whatsoever  
24 (including attorney's fees and costs) occurring or resulting to persons, firms, or corporations  
25 furnishing or supplying work, services, materials, or supplies in connection with the performance  
26 of this Agreement, and from any and all damages, claims, and losses (including attorney's fees  
27 and costs) occurring or resulting to any person, firm, or corporation for damage, injury, or death  
28 arising out of or connected with the District's performance of, or failure to perform, its obligations

1 under this Agreement. The provisions of this Section VI shall survive the termination of this  
2 Agreement.

3 VII. TIME OF PERFORMANCE

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

6 1. Submit Procurement Request to the County for Review – September  
7 22, 2023.

8 2. Complete County Review of Procurement Request – October 6,  
9 2023.

10 3. Begin Procurement / Advertising for Bids – October 20, 2023.

11 4. Award Contract – December 1, 2023.

12 B. Evidence of delivery, inspection, and acceptance by the District shall be  
13 submitted to the Division no later than January 6, 2025.

14 C. The final POM Report, written summary of all work completed, and request  
15 for final payment shall be submitted to the County no later than March 7, 2025.

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

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

23 VIII. BREACH OF AGREEMENT

24 In the event the District fails to comply with any of the terms of this Agreement, the  
25 County may, at its option, deem the District's failure a material breach of this Agreement, and utilize  
26 any remedies permitted by law that the County deems appropriate. Should the County deem a  
27 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
28 make further payment as provided herein. Termination of this Agreement due to breach shall not,

1 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of  
2 law or equity, including the recovery of damages. In addition to the Agreement being terminated  
3 by the County in accordance with a material breach of this Agreement by the District, this  
4 Agreement may also be terminated for convenience by the County in accordance with state and  
5 federal law.

6 IX. TERMINATION OF PROJECT

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

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

14 X. VENUE; GOVERNING LAW

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

19 XI. ENTIRE AGREEMENT

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

24 XII. NO THIRD-PARTY BENEFICIARIES

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

28 XIII. AUTHORIZED SIGNATURES



1 The District represents and warrants to the County that:

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

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

7           XIV.     ELECTRONIC SIGNATURES

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

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

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

20           C.     The provisions of this section satisfy the requirements of Civil Code  
21 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division  
22 3, Part 2, Title 2.5, beginning with section 1633.1).

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

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

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

NORTH CENTRAL FIRE PROTECTION DISTRICT

COUNTY OF FRESNO

By: \_\_\_\_\_  
Timothy V. Henry, Fire Chief

\_\_\_\_\_  
Sal Quintero, 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: N23031  
ACTIVITY CODE: 7219

REMIT TO:  
North Central Fire Protection District  
Attention: Shannon Schroth  
15850 W. Kearney Blvd.  
Kerman, CA 93630  
(559) 878-4534

JA:JK:MV  
G:\7205ComDev\Agendas-Agreements\2023\0905\_Biola Fire Station Fire 57 Off Road Water Tender 23031\_AGT.docx  
July 24, 2023

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

Project #: 23031      Project Name: Biola Fire Station 57 Off Road 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.

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Form Completed By: \_\_\_\_\_

**Exhibit 2**

**Project Pay Request**

Date

Business Manager  
County of Fresno  
Department of Public Works and Planning  
Financial Services Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

Subject: Request for Payment, CDBG Project No. \_\_\_\_\_  
<District Name>  
<Project Title>

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

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

| Payee | Invoice # | Amount |
|-------|-----------|--------|
|-------|-----------|--------|

Sincerely,

<District Manager>  
<District Name>

Enclosure(s)



## NORTH CENTRAL FIRE PROTECTION DISTRICT

**Board of Directors:** Ken Abrahamian • Michael Foglio

Michael Golden • Rusty Nonini • Amanda Souza

**Fire Chief:** Timothy V. Henry, CFO, EFO

Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 878-4550 • FAX (559) 846-3788

[www.northcentralfire.org](http://www.northcentralfire.org)

### MEMORANDUM

**TO:** North Central Board of Directors

**FROM:** Tim Henry, Fire Chief

**DATE:** August 9, 2023

**SUBJECT:** Resolution No. 23-07 to Add Weed Abatement Charges to the 2023-2024 Fiscal Year Tax Roll

District staff has completed all the required tasks to identify the properties not complying with the District's abatement program. The following is a summary of the activity for the weed abatement season to date:

**208 Properties were mailed a 10-Day Notice**

- 93 properties passed reinspection
- 4 properties are being reinspected
- 100 properties failed reinspection and were issued work orders
- 2 parcels-staff is working with the property owner to address issues
- 1 parcel at 4685 N. Thorne has been issued a 21-day Notice by Fresno County Code Enforcement
- 8 parcel owners have their public hearing on August 24, 2023 and will be reinspected/abated if necessary after that date

Two of the above parcels failing inspection also experienced a fire incident and have been invoiced for cost recovery fees.

Attached is Resolution No. 23-07. The associated charges of \$11,039.62 for abatement services completed to date on these 20 properties is presented on Exhibit A, which lists the properties and abatement charges to be added as a special assessment to the 2023-2024 Fresno County tax roll. Staff will return at the August 24<sup>th</sup> board meeting with any additional properties that may be subject to having a special assessment added to the tax roll for this year.

**Recommended Action:** Adopt Resolution No. 23-07 to add weed abatement charges to the 2023-2024 Fresno County tax roll.

## RESOLUTION NO. 23-07

### WEED ABATEMENT RESOLUTION AUTHORIZING THE ASSESSMENT OF PUBLIC NUISANCES THAT CONSTITUTE A FIRE HAZARD AND ASSESSING THE COST OF REMOVAL TO THE FRESNO COUNTY TAX ROLLS

At a special meeting of the Board of Directors of North Central Fire Protection District, it was moved by director \_\_\_\_\_, and seconded by director \_\_\_\_\_, and duly carried that the following resolution be adopted:

**WHEREAS**, The North Central Fire Protection District Board of Directors duly called and held a public hearing on May 25, 2023, June 22, 2023, and July 27, 2023, which established that a public nuisance exists on certain described properties in the fire district, and,

**WHEREAS**, the property owners of the parcels described in attached Exhibit A, are declared to be delinquent in their removal of said public nuisances.

**WHEREAS**, the North Central Fire Protection District undertook the abatement of weeds and rubbish pursuant to part 5 of the Health and Safety Code commencing with Section 14875, and

**WHEREAS**, pursuant to Health and Safety Code Section 14912, the amount of the costs for abating the nuisance upon the parcels of the land shall constitute special assessments against the respective parcels, and are a lien on the property for the amount of the respective assessments. Such a lien attaches upon recordation in the office of the Fresno County Recorder. All laws applicable to the levy, collection and enforcement of municipal ad valorem taxes shall be applicable to such assessment.

**BE IT THEREFORE RESOLVED**, that the properties described in attached Exhibit A have been abated of grass, weeds, stubble, brush, litter or other material that constitutes a fire hazard, and,

**FURTHERMORE**, the North Central Fire Protection District hereby finds and determines that the cost for the abatement and the amount of the costs incurred by the District enforcing the abatement of the above described properties shall constitute a special assessment against that property to be added to the Fresno County Tax Rolls.

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on this 9th day of August 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

\_\_\_\_\_  
Ken Abrahamian, Board Chairperson

**ATTEST:**

\_\_\_\_\_  
Amanda Souza, Board Secretary  
North Central Fire Protection District

**CERTIFICATE**

STATE OF CALIFORNIA     )  
COUNTY OF FRESNO     ) ss.  
CITY OF KERMAN         )

I, Amanda Souza, Board Secretary of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a regular meeting of the Board of Directors on August 9, 2023.

**DATED:** August 9, 2023

\_\_\_\_\_  
Amanda Souza, Board Secretary

## RESOLUTION NO. 23-07

## EXHIBIT A

| APN                    | PROPERTY OWNER   | ASSESSMENT          |
|------------------------|--|---------------------|
| 505-050-16             | Grande Hall at the Gardens, LLC  | \$ 1,255.94         |
| 505-050-03S            | Pamela Kammen, Donald Michael Black & W Leifer, TRS                      | \$ 2,335.22         |
| 025-280-10S            | Jacob & Kimberlee Farris   | \$ 462.84           |
| 020-290-40S            | William Spencer & Kenneth Spencer  | \$ 546.70           |
| 511-021-10             | Li Zhi-Xing & Ivy Gia Trieu Trustees/Li Cheng Zhi & Sarah Liang Trustees | \$ 762.56           |
| 511-021-09             | Li Zhi-Xing & Ivy Gia Trieu/Li Cheng Zhi & Sarah Liang                   | \$ 623.80           |
| 511-021-08S            | Grantor Fresno Clovis Investments LLC                                    | \$ 577.54           |
| 406-081-42             | Larry Michael Vukajlovic & Mark A Vukjlovic                              | \$ 546.72           |
| 020-340-23S            | Armando Martinez & Lara Fernando Trustees                                | \$ 467.52           |
| 511-250-04             | Beatrice M Thomas Trustee/Jeanine Castle & Jeffrey W Trustee             | \$ 485.02           |
| 511-031-41S            | Creekbridge-Fresno 1 LLC   | \$ 623.80           |
| 023-453-13S            | Sahota Raghbinder  | \$ 479.08           |
| 511-031-49S            | Deol Major Singh TRS   | \$ 233.76           |
| 511-031-48S            | Deol Major Singh TRS   | \$ 233.76           |
| 511-031-47S            | Deol Major Singh TRS   | \$ 233.76           |
| 312-121-19             | Gregory & Erlynaningsih Bauman   | \$ 236.56           |
| 312-082-16             | Daryl C Nicholson Trustee  | \$ 233.76           |
| 442-111-20             | Vinay and Mikram Vohra   | \$ 233.76           |
| 511-220-33S            | Siar LLC   | \$ 233.76           |
| 511-220-32S            | Siar LLC   | \$ 233.76           |
| TOTAL ASSIGNMENTS - 20 |  | <u>\$ 11,039.62</u> |