

## A G R E E M E N T

THIS AGREEMENT is made this 6th day of December, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "County", and the MALAGA COUNTY WATER DISTRICT, hereinafter referred to as the "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 Malaga Water Well Upgrades, Project No. 16451 (the "Project"), for CDBG funding; and

WHEREAS, the total cost of the Project is estimated to be \$414,000 and the District has committed local funds to the Project in the amount of \$164,000 and has requested the sum of \$250,000 from the County's allocation of CDBG funds to complete the Project; and

WHEREAS, there is \$250,000 in CDBG funds that can be made available to the District for the Project this fiscal year; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on April 26, 2016, approved the Project as a project on the back-up list should funding become available; and

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

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

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

3 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

4 A. The Project consists of the installation of a variable frequency drive  
5 at the District's Well No. 6, and supervisory control and data acquisition (SCADA)  
6 improvements at Well Nos. 6, 7, and 8. The Project will improve the operating efficiency  
7 and reliability of the District's water wells. The Project is located at District-owned Water  
8 Well Nos. 6 (APNs 330-031-55ST and 330-031-66ST), 7 (APN 331-100-59ST), and 8  
9 (APN 330-212-29T), as well as the District's public works office located at 3392 W.  
10 Central Avenue (APN 331-130-25T).

11 B. The Project sites are owned by the District.

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

13 1. Obtain all necessary permits.

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

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

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

24 5. Provide related eligible improvements.

25 D. The Project budget is estimated to be as follows:

26 Construction	\$328,000
27 Design & Construction Engineering	52,000
Contingency, Permits & Misc.	34,000
28 Total	<u>\$414,000</u>

1 E. Notwithstanding the estimates described in the above preliminary  
2 Project budget, payments for the Project from CDBG funds will be based on the actual  
3 costs and shall not exceed the total amount of \$250,000.

4 F. The proposed funding for the Project will be provided from the  
5 following sources:

CDBG	\$250,000
Local Financial Contribution	<u>164,000</u>
Total	\$414,000

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

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

15 If the Director of the County Department of Public Works and Planning determines the  
16 modified Project is still eligible under the Federal CDBG regulations, the Director is  
17 authorized to permit such modifications. The County shall specify in a letter to the  
18 District that any modifications to the scope of the Project are authorized and that the  
19 District may proceed.

## 20 II. OBLIGATIONS OF THE COUNTY

21 A. The County shall provide up to, but not more than, \$250,000 from  
22 available CDBG funds for the Project. All funds shall be paid in accordance with Section  
23 V of this Agreement.

24 B. The County shall review, within thirty (30) calendar days of receipt  
25 from the District, the engineer selection process description and summary of the  
26 analysis as prepared by the District to verify that a competitive process was conducted in  
27 accordance with U.S. Department of Housing and Urban Development (HUD)  
28 procurement standards. The County shall specify in a letter to the District that these

1 conditions have been met and that the engineering contract can be awarded.

2 C. The County shall review, within forty-five (45) calendar days of  
3 receipt from the District, the design plans and specifications for the Project as prepared  
4 by the District for compliance with Federal regulations, conformance with applicable  
5 code requirements sufficient to allow for construction-related permit issuance, and the  
6 total Project cost estimate to ensure sufficient funds are available to complete the  
7 Project. The County shall specify in a letter to the District that these conditions have  
8 been met and that the Project can be advertised.

9 D. The County shall also review, within twenty-one (21) calendar days  
10 of receipt from the District, the name of the low bidder and cost or price analysis of the  
11 low bid proposal prepared by the District to determine whether the contractor will be  
12 reasonably compensated in accordance with Federal requirements, and to verify that the  
13 contractor is bonded and has not been disbarred or suspended from participating in  
14 Federal projects. The County shall specify in a letter to the District that the conditions of  
15 this Section have been met and that the contract can be awarded.

16 E. The County shall attend the pre-construction meeting between the  
17 District and the contractor to discuss labor compliance requirements for the Project,  
18 Project monitoring, and to inform the District and contractor that the County will conduct  
19 field reviews to ensure labor compliance and other conditions of the construction  
20 contract are being met.

21 F. The County shall conduct periodic inspections of the Project, as  
22 may be required, to ensure that the intended use and group of beneficiaries of the  
23 Project have not changed. Upon completion of the Project, but prior to the District's  
24 acceptance of the Project, the County shall conduct a final inspection of the Project.  
25 The County shall specify in a letter to the District that the conditions of this Section have  
26 been met.

27 III. OBLIGATIONS OF THE DISTRICT

28 A. The District shall provide any and all sums of money in excess of

1 \$250,000 that may be necessary to complete the Project. For the purposes of awarding  
2 the construction of the Project within the Agreement amount, the bid documents shall  
3 include any proposed additive or deduct alternatives.

4 B. The District shall demonstrate in writing and to the County's  
5 satisfaction, that it has the authority, operational ability, and financial resources for  
6 maintaining the improvements constructed with CDBG funds under this Agreement prior  
7 to award of construction of the Project.

8 C. The District shall perform, or cause to be performed, all engineering  
9 work required for the Project.

10 D. In selecting an engineer to perform any engineering work required  
11 for the Project, the District shall go through a competitive process in accordance with  
12 County policy and HUD procurement standards. Prior to selection of the engineer, the  
13 District shall prepare a written description of the process, perform a cost or price  
14 analysis, and submit the process description and summary of the analysis to the County  
15 Community Development Division for review. The District shall obtain a letter from the  
16 County specifying that the conditions of this Section have been met.

17 E. The District shall specify in agreements with its consultants that all  
18 engineering work funded with CDBG funds shall become the property of the District  
19 upon payment by the District for the cost of such engineering work.

20 F. The District shall furnish evidence that it has free and clear title to all  
21 parcels of land on which Project improvements will be located, with any liens or  
22 encumbrances noted, and/or that it has obtained or can obtain all necessary easements,  
23 rights-of-way, licenses, permits, and State and local approvals required for the  
24 completion of the Project.

25 G. Upon completion of the design engineering, the District shall submit  
26 the plans and specifications to the County Community Development Division. The  
27 County will ensure Federal CDBG requirements have been adhered to and review cost  
28 estimates to ensure sufficient funds are available. The District shall obtain a letter from

1 the County specifying these conditions have been met and that the District is approved  
2 to advertise for bids to construct the Project.

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

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

16 J. The District shall conduct a pre-construction meeting with the  
17 contractor and shall notify the County Community Development Division at least ten (10)  
18 calendar days prior to the meeting so a representative of the County can be in  
19 attendance to discuss CDBG labor compliance requirements for the Project.

20 K. Prior to the construction start date, the District shall give written  
21 notice thereof, to include a copy of the executed contract between the District and the  
22 Contractor and the Notice to Proceed to the County Community Development Division.

23 L. Concurrent with the submission of the first construction progress  
24 payment request, the District shall provide documentation demonstrating that all  
25 construction-related required permits have been issued by the County.

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

1 in accordance with HUD requirements, a map depicting the location of the work  
2 addressed with the requested change order, and a written certification from the District  
3 that the approval of the change order is consistent with the final construction cost  
4 estimate approved by the County. In addition, the District shall certify that the change  
5 order is within the scope of the Project and is necessary to complete the Project.

6 N. The District shall send its written description of the engineer  
7 selection process, cost or price analyses, design plans, specifications, name of low  
8 bidder and low bid proposal, public notices, and all written correspondence to:

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

13 O. The District shall comply with the mitigation measures, conditions  
14 and notes identified in Initial Study/Environmental Assessment No. 7204 (the  
15 "Assessment"). A copy of the Assessment will be provided to the District.

16 P. Upon completion of the Project, the District shall notify the County  
17 Community Development Division thereof so a representative of the Division can  
18 perform an inspection of the Project to determine that it was completed in accordance  
19 with the scope of work approved and authorized pursuant to this executed Agreement.

20 Q. Upon approval of Project completion by the County, the District shall  
21 provide the County Community Development Division with a resolution of acceptance, or  
22 similar documentation, demonstrating that the Project was completed in accordance with  
23 the scope of work approved and authorized pursuant to this executed Agreement and  
24 any approved subsequent amendments and/or change orders, and that the District has  
25 accepted the Project. Prior to the final request for payment, the District shall also  
26 provide the County with a copy of the recorded Notice of Completion (NOC), a written  
27 summary of all Project work completed with CDBG and other funds, and documentation  
28 to demonstrate compliance with Section 3 of the Housing and Urban Development Act of

1 1968, as amended.

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

- 8 1. Total number of households/persons assisted.
- 9 2. Number of total households/persons assisted that:
  - 10 a. Now have new access to this type of public facility or  
11 infrastructure improvement.
  - 12 b. Now have improved access to this type of public  
13 facility or infrastructure improvement.
  - 14 c. Now are served by public facility or infrastructure that  
15 is no longer substandard.

16 S. The District shall be responsible for maintenance of the  
17 improvements after construction is completed and shall do so from non-CDBG  
18 resources.

19 T. The District must inform the County in writing of any program  
20 income generated by the expenditure of CDBG funds. Any program income generated  
21 as a result of the Project must be paid to the County. For purposes of this Agreement,  
22 program income is defined as proceeds from the disposition of CDBG-acquired real  
23 property, and principal and interest on CDBG loans. If the District contributed financially  
24 to the improvement Project, the District may retain a share of the program income in  
25 proportion to the District's contribution to the Project, after the District has provided a  
26 written accounting acceptable to the County.

27 U. The District must obtain prior written approval from the County  
28 whenever there is any modification or change in the use of any real property improved,



1 in whole or in part, using CDBG funds. If any real property improved with CDBG funds is  
2 sold and/or is utilized by the District for a use which does not qualify under the CDBG  
3 Program, the District shall reimburse the County in an amount equal to the current fair  
4 market value for the property, less any proportional share thereof attributable to  
5 expenditures of non-CDBG funds. These requirements shall continue in effect for the  
6 life of the improvements. In the event the CDBG program is closed-out, the  
7 requirements of this Section shall remain in effect for activities or property funded with  
8 CDBG funds, unless action is taken by the Federal government to relieve the County of  
9 these obligations.

10 V. The District acknowledges that the County may periodically inspect  
11 the Project to ensure that the property is being used as described in this Agreement.  
12 The District agrees to provide any necessary information to the County to carry out such  
13 inspections. Furthermore, the District agrees to take corrective action if the County  
14 determines that modifications to the use and location of the Project have resulted in a  
15 violation of the Federal CDBG regulations.

16 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

17 A. The District, its consultants, contractors, and subcontractors shall  
18 comply with all applicable State and Federal laws and regulations governing projects  
19 that utilize Federal funds.

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

24 C. This Project is subject to the requirements of Section 3 of the  
25 Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u).  
26 Accordingly, the District shall require the prime contractor to complete and submit  
27 documentation prior to award of the construction contract and upon Project completion  
28 that compliance with the Section 3 clause has been met.

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

9 V. PAYMENT FOR THE PROJECT

10 A. At monthly intervals, the District shall submit a written request to the  
11 County for payment of specified costs incurred in the performance of this Agreement.  
12 The request for the County to make such a payment shall be in accordance with the  
13 exemplar Project Pay Request Form attached hereto as Exhibit 2 and incorporated  
14 herein by reference. The request shall also be accompanied by a written certification  
15 from the District that the request for payment is consistent with the amount of work that  
16 has been completed, and that said work is in accordance with the construction contract  
17 documents and this Agreement. The request for payment shall also be accompanied by  
18 documentation acceptable to the County, such as checks, invoices or vouchers for  
19 services or materials purchased, contractor's costs or other costs chargeable to the  
20 Project. The first construction progress payment request shall also be accompanied by  
21 documentation demonstrating that all construction-related required permits have been  
22 issued by the County.

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

1 of the total amount provided by this Agreement.

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

4 D. The County will not be bound by any agreement between the District  
5 and its agents.

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

9 F. Upon the completion of the Project, the District shall submit to the  
10 County Community Development Division a written request for final payment of costs  
11 which shall provide a detailed description of the Project pay items and costs. The final  
12 pay request shall be in accordance with Exhibit 2. The County shall not be obligated to  
13 make any payments under this Agreement if the request for payment is submitted by  
14 the District more than sixty (60) days after the Notice of Completion has been filed with  
15 the County Recorder's Office. An extension to the sixty (60) day period may be  
16 granted by the Director of the County Department of Public Works and Planning prior  
17 to the deadline if the District can demonstrate just cause for the delay.

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

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

25 Business Manager  
26 County of Fresno  
27 Department of Public Works and Planning  
28 Financial Services Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

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

11 J. The District, as a subrecipient of Federal financial assistance, is  
12 required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C.  
13 Sections 7501 et seq.), as amended. Whenever the District receives CDBG funds from  
14 the County for the Project, a copy of any audit performed by the District in accordance  
15 with said Act shall be forwarded to the County Community Development Grants Program  
16 Manager within nine (9) months of the end of any District fiscal year in which funds were  
17 expended and/or received for the Project. Failure to perform the requisite audit  
18 functions as required by this paragraph may result in the County performing any  
19 necessary audit tasks or, at the County's option, the County contracting with a public  
20 accountant to perform the audit. All audit costs related to the District's failure to perform  
21 the requisite audit are the sole responsibility of the District and such audit work costs  
22 incurred by the County shall be billed to the District as determined by County's Auditor-  
23 Controller/Treasurer-Tax Collector. In the event the District is only required to perform  
24 an audit under the provisions of the Act because the District is receiving CDBG funds,  
25 the County may perform, or cause to be performed, the required audit to determine  
26 whether funds provided through this Agreement have been expended in accordance with  
27 applicable laws and regulations. Any audit-related costs incurred by the County under  
28 this provision shall be charged to the County CDBG Program. The District agrees to

1 take prompt and appropriate corrective action on any instance of material non-  
2 compliance with applicable laws and regulations.

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

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

10 VI. INDEMNIFICATION

11 The District shall indemnify, defend, and save harmless the County, its  
12 officers, agents, and employees from and against any and all claims and losses  
13 whatsoever occurring or resulting to persons, firms, or corporations furnishing or  
14 supplying work, services, materials, or supplies in connection with the performance of  
15 this Agreement, and from any and all claims and losses occurring or resulting to any  
16 person, firm, or corporation for damage, injury, or death arising out of or connected with  
17 the District's performance of, or failure to perform, its obligations under this Agreement.

18 VII. TIME OF PERFORMANCE

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

21 1. Complete Consultant Engineer Selection process –  
22 December 16, 2016.

23 2. Complete Design Engineering and Submit to the County for  
24 Review – April 3, 2017.

25 3. Complete County Review and Approval of Plans – July 3,  
26 2017.

27 4. Begin Advertising for Bids – August 1, 2017.

28 5. Award Construction Contract – October 24, 2017.

B. The Project's Notice of Completion shall be filed with the Fresno  
County Recorder's Office no later than August 1, 2018.

1 C. The final POM Report, written summary of all work completed,  
2 documentation demonstrating compliance with the Section 3 clause, and request for  
3 final payment shall be submitted to the County no later than October 1, 2018.

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

11 VIII. BREACH OF AGREEMENT

12 In the event the District fails to comply with any of the terms of this  
13 Agreement, the County may, at its option, deem the District's failure a material breach of  
14 this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems  
15 appropriate. Should the County deem a breach of this Agreement material, the County  
16 shall immediately be relieved of its obligations to make further payment as provided  
17 herein. Termination of this Agreement due to breach shall not, in any way whatsoever,  
18 limit the rights of the County in seeking any other legal relief in a court of law or equity,  
19 including the recovery of damages. In addition to the Agreement being terminated by  
20 the County in accord with a material breach of this Agreement by the District, this  
21 Agreement may also be terminated for convenience by the County in accord with 24  
22 CFR 85.44.

23 IX. TERMINATION OF PROJECT

24 A. If the District decides to cancel the Project covered by this  
25 Agreement, the District shall submit a request in writing to the County Department of  
26 Public Works and Planning, Community Development Division explaining just cause for  
27 the request. The Director of the Department is authorized to approve such a request if,  
28 in the Director's judgment, there is just cause for the Project's cancellation.

1 B. If the District's request to cancel the Project covered by this  
2 Agreement is approved, the District shall promptly return to the County all payments of  
3 specified costs incurred in the performance of the Agreement to date.

4 X. VENUE; GOVERNING LAW

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

9 XI. ENTIRE AGREEMENT

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

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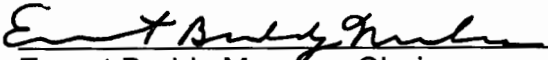
28 ///

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

3  
4 REVIEWED AND RECOMMENDED  
FOR APPROVAL

5  
6 By:   
Steven E. White, Director  
7 Department of Public Works  
and Planning

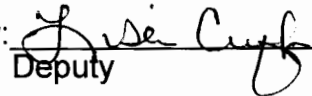
COUNTY OF FRESNO

  
Ernest Buddy Mendes, Chairman  
Board of Supervisors

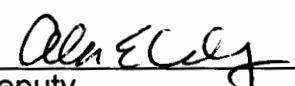
8  
9 APPROVED AS TO LEGAL FORM:  
Daniel C. Cederborg  
10 County Counsel

11 By:   
Deputy

ATTEST:  
Bernice E. Seidel, Clerk  
Board of Supervisors

12 By:   
Deputy

13  
14 APPROVED AS TO ACCOUNTING  
FORM:  
15 Oscar J. Garcia C.P.A.  
Auditor-Controller/ Treasurer Tax  
16 Collector

17  
18 By:   
Deputy

MALAGA COUNTY WATER DISTRICT

  
President/Superintendent/  
Chairman/Manager

19  
20  
21  
22 FUND NO: 0001  
SUBCLASS NO: 10000  
23 ORG NO: 7205  
ACCOUNT NO: 7885  
24 PROJECT NO: N16451  
ACTIVITY CODE: 7219

REMIT TO:

Malaga County Water District  
Attention: Jim Anderson, Manager  
3580 South Frank Street  
Fresno, CA 93725  
Telephone: (559) 485-7353



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

Project #: \_\_\_\_\_ Project Name: \_\_\_\_\_

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, we request 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  
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,

<District Manager>  
<District Name>

Enclosure(s)