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A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this 25th day of September, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "County", and the CITY OF KERMAN, hereinafter referred to as the "City".

WITNESSETH

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

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

WHEREAS, the City has submitted the Kerman Stanislaus Avenue Park Development Project No. 17371 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that total cost of the Project is \$450,000 and the City has committed local funds to the Project in the amount of \$30,708 and is in need of \$419,292 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$419,292 in CDBG funds needed for the Project from the City's 2017-2018 CDBG allocation (\$267,469), from the City's 2018-2019 CDBG allocation (\$105,827) and from the City's remaining balance of CDBG funds (\$45,996); and

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

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

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the development of the Stanislaus Avenue Park on approximately 2 acres of vacant land in the City of Kerman. Development includes rough grading, installation of an irrigation system, landscaping, installation of site lighting, construction of concrete

1 improvements, installation of playground equipment and park amenities, and appurtenant utility
2 infrastructure. The improvements will provide area residents with no-cost outdoor recreational
3 facilities. The Project is located on the south side of W. Stanislaus Avenue, approximately 700
4 feet east of its intersection with S. Goldenrod Avenue in the City of Kerman

5 B. The Project site is within the City's existing easements or public rights-of-
6 way.

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

8 1. Obtain all necessary permits.

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

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

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

19 5. Provide related eligible improvements.

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

21	Construction	\$322,800
22	Design & Construction Engineering	63,200
	Contingency, Permits & Misc.	<u>64,000</u>
23	Total	\$450,000

24 E. Notwithstanding the City's estimates described in the above Project budget,
25 payments for the Project from CDBG funds will be limited to the City's actual costs and shall not
26 exceed the total amount of \$419,292.

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1 F. The proposed funding for the Project will be provided from the following
2 sources:

3	CDBG		\$419,292
4	Local Financial Contribution		<u>30,708</u>
		Total	\$450,000

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

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

12 If the Director of the County Department of Public Works and Planning ("Director") determines the
13 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to
14 permit such modifications. If the Director permits such modifications, the County shall specify in a
15 letter to the City that such modifications to the scope of the Project are authorized and that the City
16 may proceed.

17 II. OBLIGATIONS OF THE COUNTY

18 A. The County shall reimburse the City up to, but not more than, \$419,292 of
19 CDBG funds to the City for the Project for the City's performance of its obligations under this
20 Agreement. All funds shall be paid to the City in accordance with Section V-A of this Agreement.

21 B. The County shall review, within thirty (30) calendar days of receipt from the
22 City, the engineer selection process description and summary of the analysis as prepared by the
23 City to verify that a competitive process was conducted in accordance with U.S. Department of
24 Housing and Urban Development (HUD) procurement standards. If such conditions have been
25 met, the County shall specify in a letter to the City that these conditions have been met and that
26 the engineering contract can be awarded.

27 C. The County shall review, within thirty (30) calendar days of receipt from the
28 City, the design plans and specifications for the Project as prepared by the City for compliance

1 with Federal regulations, and the total Project cost estimate to ensure sufficient funds are available
2 to complete the Project. If such conditions have been met, the County shall specify in a letter to
3 the City that these conditions have been met and that the Project can be advertised.

4 D. The County shall also review, within twenty one (21) calendar days of receipt
5 from the City, the name of the low bidder and cost or price analysis of the low bid proposal prepared
6 by the City to determine whether the contractor will be reasonably compensated in accordance
7 with Federal requirements, and to verify the contractor is bonded and has not been disbarred or
8 suspended from participating in Federal projects. If such conditions have been met, the County
9 shall specify in a letter to the City that these conditions have been met and that the contract can
10 be awarded.

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

15 F. The County shall conduct periodic inspections of the Project, as may be
16 required in the determination of the County, to ensure that the intended use and group of
17 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
18 City's acceptance of the Project, the County shall conduct a final inspection of the Project. If such
19 conditions have been met, the County shall specify in a letter to the City that the conditions of this
20 Section have been met.

21 III. OBLIGATIONS OF THE CITY

22 A. The City shall provide any and all sums of money in excess of \$419,292
23 that may be necessary to complete the Project. For the purposes of awarding the construction of
24 the Project within the Agreement amount, the bid documents should include any proposed
25 additive or deduct alternatives.

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

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

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

11 E. The City shall furnish evidence, prior to the County's authorization to
12 advertise for bids, that it has free and clear title to all parcels of land on which Project
13 improvements will be located, with any liens or encumbrances noted, and/or that it has obtained
14 or can obtain all necessary easements, rights-of-way, licenses, permits and State and local
15 approvals required for the completion of the Project.

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

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

24 H. Within seven (7) calendar days following the bid opening, the City shall
25 furnish the County Community Development Division with the name of the low bidder and cost or
26 price analysis of the low bid proposal prepared by the City so that the County can verify with the
27 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is
28 bonded and has not been debarred or suspended from participating in Federal projects, and that

1 the contractor will be reasonably compensated in accordance with Federal requirements. The
2 City shall obtain a letter from the County specifying these conditions have been met and that the
3 City is approved to award the Project for construction.

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

8 J. Prior to the construction start date, the City shall give written notice thereof
9 to the County Community Development Division.

10 K. All proposed construction contract change orders shall not proceed until
11 prior written approval has been given by the County. Request for approval of a change order(s)
12 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
13 requirements, a map depicting the location of the work addressed with the requested change
14 order, and a written certification from the City that the approval of the change order is consistent
15 with the final construction cost estimate approved by the County. In addition, the City shall certify
16 that the change order is within the scope of the Project and is necessary to complete the Project.

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

20
21 Community Development Grants
22 County of Fresno
23 Department of Public Works and Planning
24 Community Development Division
25 2220 Tulare Street, 6th Floor
26 Fresno, CA 93721

24 M. The City shall comply with the mitigation measures, conditions and notes
25 identified in Environmental Assessment No. 7361 (the "Assessment"). A copy of the Assessment
26 will be provided to the City.

27 N. Upon completion of the Project, the City shall notify the County Community
28 Development Division so a representative of the Division can perform an inspection of the Project

1 to determine that it was completed in accordance with the scope of work approved and authorized
2 pursuant to this executed Agreement.

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

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

- 17 1. Total number of households/persons assisted.
- 18 2. Number of total households/persons assisted that:
 - 19 a. Now have new access to this type of public facility or
20 infrastructure improvement.
 - 21 b. Now have improved access to this type of public facility or
22 infrastructure improvement.
 - 23 c. Now are served by a public facility or infrastructure that is no
24 longer substandard.

25 Q. The City shall be responsible for maintenance of the Project after
26 construction is completed and shall do so from non-CDBG resources.

27 R. The City must inform the County in writing of any program income
28 generated by the expenditure of CDBG funds. Any program income generated as a result of the

1 Project must be paid to the County. For purposes of this Agreement, program income is defined
2 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on
3 CDBG loans. If the City contributed financially to the improvement Project, the City may retain a
4 share of the program income in proportion to the City's contribution to the Project, after the City
5 has provided a written accounting acceptable to the County.

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

18 T. The City acknowledges that the County may periodically inspect the Project
19 to ensure the property is being used as described in this Agreement. The City agrees to provide
20 any necessary information to the County to carry out such inspections. Furthermore, the City
21 agrees to take corrective action if the County determines that modifications to the use and location
22 of the Project have resulted in a violation of the Federal CDBG regulations.

23 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

27 B. Whenever the City uses the services of a contractor, the City shall require
28 that the contractor comply with all Federal, State and local laws, ordinances, regulations and

1 Fresno County Charter provisions applicable in the performance of their work.

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

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

14 V. PAYMENT FOR THE PROJECT

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

25 B. Any savings realized in the final cost of the Project, due to Project cost
26 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
27 the amount of this Project paid for with CDBG funds and shall be credited to the City's CDBG
28 allocation. If the City is required to provide any funds toward the Project, any cost savings shall

1 be first used to reimburse the City for its contribution in excess of the total amount provided by this
2 Agreement.

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

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

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

14 F. The County may withhold reimbursement to the City until a final POM,
15 recorded NOC, and written summary of all Project work completed with CDBG and other funds,
16 and evidence of compliance with the Section 3 clause as specified in Sections III-O and IV-C, have
17 been submitted to the County.

18 G. All requests for payment and supporting documentation shall be sent to:
19 Business Manager
20 County of Fresno
21 Department of Public Works and Planning
22 Financial Services Division
23 2220 Tulare Street, 6th Floor
24 Fresno, CA 93721

25 H. The City shall establish accounting and bookkeeping procedures in
26 accordance with standard accounting and bookkeeping practices, including, but not limited to,
27 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds
28 in 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,

1 for a period of at least five (5) years following final payment under this Agreement or the closure
2 of all other pending matters, whichever is later. The City shall certify accounts when required or
3 requested by the County.

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

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

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

VI. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold harmless the other

1 party, its officers, agents, employees and representatives, from any and all loss, liability, costs,
2 expenses and damage to persons or property, and from any and all claims, demands and actions
3 in law or equity (including attorney's fees and legal expenses) arising or alleged to have arisen
4 directly from any wrongful acts caused by its respective activities pursuant to this Agreement. The
5 provisions of this Section VI shall survive the termination of this Agreement.

6 VII. TIME OF PERFORMANCE

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

9 1. Complete Design Engineering and Submit to the County for Review
10 – January 8, 2019.

11 2. Complete County Review and Approval of Plans – April 1, 2019.

12 3. Begin Advertising for Bids – April 10, 2019.

13 4. Award Contract – June 19, 2019.

14 B. The Project shall be completed and Notice of Completion shall be filed with
15 the Fresno County Recorder's Office no later than December 6, 2019.

16 C. The final POM Report, written summary of all work completed,
17 documentation demonstrating compliance with the Section 3 clause, and request for final payment
18 shall be submitted to the County no later than February 6, 2020.

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

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

26 VIII. BREACH OF AGREEMENT

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

1 any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the County
2 deem a breach of this Agreement material, the County shall immediately be relieved of its
3 obligations to make further payment as provided herein. Termination of this Agreement due to
4 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal
5 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement
6 being terminated by the County in accord with a material breach of this Agreement by the City, this
7 Agreement may also be terminated for convenience by the County in accord with 24 CFR 85.44.

8 IX. TERMINATION OF PROJECT

9 A. If the City decides to cancel the Project covered by this Agreement, the City
10 shall submit a request in writing to the County Department of Public Works and Planning,
11 Community Development Division explaining just cause for the request. The Director is authorized
12 to approve such a request if, in the Director's judgment, there is just cause for the Project's
13 cancellation.

14 B. If the City's request to cancel the Project covered by this Agreement is
15 approved by the Director, the City shall promptly return to the County all payments of specified
16 costs incurred in the performance of the Agreement to date.

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

20 X. VENUE; GOVERNING LAW

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

25 XI. ENTIRE AGREEMENT

26 This Agreement constitutes the entire agreement between the City and the County
27 with respect to the subject matter hereof and supersedes all previous negotiations, proposals,
28 commitments, writings, advertisements, publications, and understandings of any nature

1 whatsoever unless expressly included in this Agreement.

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

CITY OF KERMAN

COUNTY OF FRESNO

By: [Signature]
City Manager

[Signature]
Sai Quintero Chairperson of the Board of Supervisors of the County of Fresno

Date: 8/6/18

Date: 9/25/18

ATTEST:

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

[Signature]
City Clerk, City of Kerman

By: [Signature]

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

REMIT TO:
City of Kerman
Attn: John Kunkel, City Manager
850 South Madera Avenue
Kerman, CA 93630
Telephone: (559) 846-9387

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N17371
ACTIVITY CODE: 7219

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, the County requests that you provide the following information:

1. Years Reported: _____ through _____

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

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

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

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

3. Total number of persons assisted: _____

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

Form Completed By: _____