

16-0891

A G R E E M E N T

THIS AGREEMENT is made this 23rd day of August, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "County", and the LATON COMMUNITY SERVICES 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 Laton Street Lights Improvements Project No. 16411 (the "Project"), for CDBG funding; and

WHEREAS, the total cost of the Project is estimated to be \$259,000 and the District has requested the sum of \$250,000 from the County's allocation of CDBG funds; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on April 26, 2016, approved as part of the County's 2016-2017 Action Plan, the usage of \$250,000 in CDBG funds for the Project as requested by the District; 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 District has committed local funds to the Project in the amount of \$9,000; 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

1 forth, the District and County agree as follows:

2 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

3 A. The project consists of the installation of street lights, electrical
4 conduit, and related improvements at various locations within the District where they are
5 either deficient or non-existent. The project includes various locations within the District
6 approximately bounded by Gonser, Nares, Murphy, and Latonia Avenues. The
7 improvements will increase safety and benefit a service area that will principally assist
8 low to moderate income residents.

9 B. The Project site is owned by Laton Community Services District.

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

11 1. Obtain all necessary permits.

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

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

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

22 5. Provide related eligible improvements.

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

24	Construction	\$195,000
25	Design & Construction Engineering	43,000
	Contingency, Permits & Misc.	<u>21,000</u>
26	Total	\$259,000

27 E. Notwithstanding the estimates described in the above preliminary
28 Project budget, payments for the Project from CDBG funds will be based on the actual

costs and shall not exceed the total amount of \$250,000.

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

CDBG	\$250,000
Local Financial Contribution	<u>9,000</u>
Total	\$259,000

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

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

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

II. OBLIGATIONS OF THE COUNTY

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

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

C. The County shall review, within forty-five (45) calendar days of receipt from the District, the design plans and specifications for the Project as prepared

1 by the District for compliance with Federal regulations, conformance with applicable
2 code requirements sufficient to allow for construction-related permit issuance, and the
3 total Project cost estimate to ensure sufficient funds are available to complete the
4 Project. The County shall specify in a letter to the District that these conditions have
5 been met and that the Project can be advertised.

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

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

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

24 III. OBLIGATIONS OF THE DISTRICT

25 A. The District shall provide any and all sums of money in excess of
26 \$250,000 that may be necessary to complete the Project. For the purposes of awarding
27 the construction of the Project within the Agreement amount, the bid documents shall
28 include any proposed additive or deduct alternatives.

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

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

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

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

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

22 G. Upon completion of the design engineering, the District shall submit
23 the plans and specifications to the County Community Development Division. The
24 County will ensure Federal CDBG requirements have been adhered to and review cost
25 estimates to ensure sufficient funds are available. The District shall obtain a letter from
26 the County specifying these conditions have been met and that the District is approved
27 to advertise for bids to construct the Project.

28 H. The District shall advertise for bids and shall award the construction

1 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid
2 opening, the District shall notify the County of the date, time, and location of the bid
3 opening.

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

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

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

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

23 M. All proposed construction contract change orders shall not proceed
24 until prior written approval has been given by the County. Request for approval of a
25 change order(s) shall include a narrative description of the work, a cost or price analysis
26 in accordance with HUD requirements, a map depicting the location of the work
27 addressed with the requested change order, and a written certification from the District
28 that the approval of the change order is consistent with the final construction cost

1 estimate approved by the County. In addition, the District shall certify that the change
2 order is within the scope of the Project and is necessary to complete the Project.

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

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

12 O. The District shall comply with the mitigation measures, conditions
13 and notes identified in Initial Study/Environmental Assessment No. 7144 (the
14 "Assessment"). A copy of the Assessment will be provided to the District.

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

19 Q. Upon approval of Project completion by the County, the District shall
20 provide the County Community Development Division with a resolution of acceptance, or
21 similar documentation, demonstrating that the Project was completed in accordance with
22 the scope of work approved and authorized pursuant to this executed Agreement and
23 any approved subsequent amendments and/or change orders, and that the District has
24 accepted the Project. Prior to the final request for payment, the District shall also
25 provide the County with a copy of the recorded Notice of Completion (NOC), a written
26 summary of all Project work completed with CDBG and other funds, and documentation
27 to demonstrate compliance with Section 3 of the Housing and Urban Development Act of
28 1968, as amended.

R. During the contract period, the District shall complete and submit
annually on June 1, and upon completion of the Project, a Project Outcome
Measurement Report (POM) form, a copy of which is attached hereto as Exhibit 1 and

1 incorporated herein by reference. The POM shall contain the following information for
2 the County's Federal reporting purposes to HUD:

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

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

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

22 U. The District must obtain prior written approval from the County
23 whenever there is any modification or change in the use of any real property improved,
24 in whole or in part, using CDBG funds. If any real property improved with CDBG funds is
25 sold and/or is utilized by the District for a use which does not qualify under the CDBG
26 Program, the District shall reimburse the County in an amount equal to the current fair
27 market value for the property, less any proportional share thereof attributable to
28 expenditures of non-CDBG funds. These requirements shall continue in effect for the

1 life of the improvements. In the event the CDBG program is closed-out, the
2 requirements of this Section shall remain in effect for activities or property funded with
3 CDBG funds, unless action is taken by the Federal government to relieve the County of
4 these obligations.

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

11 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

24 D. Whenever the District receives at least \$100,000 for a project from
25 the County's CDBG Program under this Agreement, the District shall complete and
26 submit to the County Community Development Division a "Certification of Payments to
27 Influence Federal Transactions" form and a "Standard Form LLL - Disclosure of
28 Lobbying Activities" form. Likewise, before the District awards a contract using at least

1 \$100,000 of such CDBG funds, the District shall require the consultant and/or contractor
2 and all their sub-consultants and/or subcontractors to complete and submit these two (2)
3 forms described hereinabove to both the District and the County.

4 V. PAYMENT FOR THE PROJECT

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

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

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

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

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

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

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

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

20 Business Manager
21 County of Fresno
22 Department of Public Works and Planning
23 Financial Services Division
24 2220 Tulare Street, 6th Floor
25 Fresno, CA 93721
26 Telephone (559) 600-4298

27 I. The District shall establish accounting and bookkeeping procedures
28 in accordance with standard accounting and bookkeeping practices, including, but not
limited to, employee timecards; payrolls; and other records of all transactions to be paid
with CDBG funds 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

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

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

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1 K. The District shall send a copy of the audit 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 VI. INDEMNIFICATION

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

16 VII. TIME OF PERFORMANCE

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

19 1. Complete Design Engineering and Submit to the County for
20 Review – December 14, 2016.

21 2. Complete County Review and Approval of Plans – March 16,
22 2017.

23 3. Begin Advertising for Bids – March 23, 2017.

24 4. Award Construction Contract – May 4, 2017.

25 B. The Project's Notice of Completion shall be filed with the Fresno
26 County Recorder's Office no later than November 5, 2017.

27 C. The final POM Report, written summary of all work completed,
28 documentation demonstrating compliance with the Section 3 clause, and request for
final payment shall be submitted to the County no later than January 5, 2018.

D. The District shall give immediate written notification to the County

Community Development Division of any events that occur which may affect the above time schedule and completion date and the time schedule specified in the contract documents, or any event that may have significant impact upon the Project or affect the attainment of the Project's objectives. The Director of the County Department of Public Works and Planning is authorized to make adjustments in the above schedule if, in the Director's judgment, any delay is beyond the control of the parties involved.

VIII. BREACH OF AGREEMENT

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

IX. TERMINATION OF PROJECT

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

X. VENUE; GOVERNING LAW

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

1 the laws of the State of California.

2 XI. ENTIRE AGREEMENT

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

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

3 REVIEWED AND RECOMMENDED
4 FOR APPROVAL

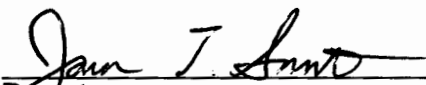
5 By: 
6 Steven E. White, Director
7 Department of Public Works
8 and Planning

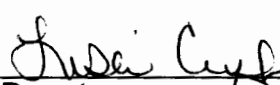
COUNTY OF FRESNO


Ernest Buddy Mendes, Chairman
Board of Supervisors

9 APPROVED AS TO LEGAL FORM:
10 DANIEL C. CEDERBOG, CEDERBOLG
COUNTY COUNSEL

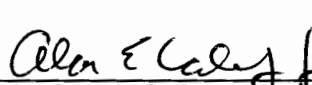
ATTEST: Bernice E. Seidel, Clerk
Board of Supervisors

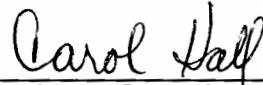
11 By: 
12 Deputy

By: 
Deputy

13
14 APPROVED AS TO ACCOUNTING
FORM:

LATON COMMUNITY SERVICES
DISTRICT

15 By: 
16 Vicki Crow, C.P.A.
17 Auditor-Controller/Treasurer-Tax
Collector


President/Superintendent/
Chairman/Manager

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19
20
21 FUND NO: 0001
SUBCLASS NO: 10000
22 ORG NO: 7205
ACCOUNT NO: 7885
23 PROJECT NO: 16411
ACTIVITY CODE: 7219

REMIT TO:

Laton Community Services District
Attention: Daniel Chapa
6501 E. Latonia Street
Laton, CA 93242
Telephone: (559) 923-4802

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.

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)