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AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25th day of February, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the SIERRA UNIFIED SCHOOL DISTRICT ("District").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement 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 Sierra Oaks Solar, Roofing, and ADA Improvements, Project No. 18011 ("Project"), for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$158,220, and the District has requested the sum of \$158,220 from the County's allocation of CDBG funds; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on June 5, 2018, 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, which is this Project; 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 District and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the installation of new roofing on the Sierra Oaks Senior and Community Center, solar panels on the roof, and an ADA-compliant front door. The improvements will reduce utility costs for the building, and enable all visitors to access the building.

B. The Project site is owned by the District.

- 1 C. The work to be funded with CDBG funds is as follows:
- 2 1. Obtain all necessary permits.
- 3 2. Perform all necessary design engineering including, but not limited
- 4 to, surveying, testing, preparation of plans, specifications, and cost estimates, bid documents and
- 5 a cost or price analysis, review of bids, and recommendation for award.
- 6 3. Prepare and advertise Project bid notices and award construction
- 7 contracts including, but not limited to, the printing of bid documents, publishing of notices, and
- 8 preparation of bid summary.
- 9 4. Perform all construction engineering including, but not limited to,
- 10 shop drawing review and approval, contract change order preparation, surveying, staking,
- 11 inspection, soil testing, materials testing, preparation of "as-built" drawings, labor compliance, and
- 12 contract administration.
- 13 5. Provide related eligible improvements.

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

15	Construction	\$137,220
16	Design & Construction Engineering	18,000
	Contingency & Permits	<u>3,000</u>
17	Total	\$158,220

18 E. Notwithstanding District's estimates described in the Project budget above,

19 payments for the Project from CDBG funds will be limited to the District's actual costs, and shall

20 not exceed the total amount of \$158,220.

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

22 sources:

23	CDBG	\$158,220
24	Local Financial Contribution	<u>0</u>
	Total	\$158,220

25 G. Prior to any changes that may occur which would modify the scope of the

26 Project, the District shall submit a written request to the County. The District shall send its written

27 request to:

28 Community Development Grants
County of Fresno

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

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

9 II. OBLIGATIONS OF THE COUNTY

10 A. The County shall reimburse the District up to, but not more than, \$158,220
11 of CDBG funds for the Project for the District’s performance of its obligations under this Agreement.
12 All funds shall be paid in accordance with Section V of this Agreement.

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

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

26 D. The County shall also review, within twenty-one (21) calendar days of
27 receipt from the District, the name of the low bidder and cost or price analysis of the low bid
28 proposal prepared by the District to determine whether the contractor will be reasonably
compensated in accordance with Federal requirements, and to verify that the contractor is bonded
and has not been disbarred or suspended from participating in Federal projects. The County shall

1 specify in a letter to the District that the conditions of this Section have been met and that the
2 contract can be awarded.

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

7 F. The County shall conduct periodic inspections of the Project, as may be
8 required in the determination of the County, to ensure that the intended use and group of
9 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
10 District's acceptance of the Project, the County shall conduct a final inspection of the Project. If
11 such conditions have been met, the County shall specify in a letter to the District that these
12 conditions have been met.

13 III. OBLIGATIONS OF THE DISTRICT

14 A. The District shall provide any and all sums of money in excess of \$158,220
15 that may be necessary to complete the Project. For the purposes of awarding the construction of
16 the Project within the Agreement amount, the bid documents shall include any proposed additive
17 or deduct alternatives.

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

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

24 D. In selecting an engineer to perform any engineering work required for the
25 Project, the District shall go through a competitive process in accordance with Fresno County
26 Ordinance Code 4.10 and HUD procurement standards. Prior to selection of the engineer, the
27 District shall prepare a written description of the process, perform a cost or price analysis, and
28 submit the process description and summary of the analysis to the County Community

1 Development Division for review. The District shall obtain a letter from the County specifying that
2 the conditions of this Section have been met.

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

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

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

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

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

27 J. The District shall conduct a pre-construction meeting with the contractor and
28 shall notify the County Community Development Division at least ten (10) calendar days prior to

1 the meeting so a representative of the County can attend to discuss CDBG labor compliance
2 requirements for the Project.

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

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

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

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

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

23 O. The District shall comply with the mitigation measures, conditions and notes
24 identified in Initial Study/Environmental Assessment No. 7725 (the "Assessment"). A copy of the
25 Assessment will be provided to the District.

26 P. Upon completion of the Project, the District shall notify the County
27 Community Development Division so a representative of the Division can perform an inspection of
28 the Project to determine that it was completed in accordance with the scope of work approved and

1 authorized pursuant to this executed Agreement.

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

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

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

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

26 T. The District must inform the County in writing of any program income
27 generated by the expenditure of CDBG funds. Any program income generated as a result of the
28 Project must be paid to the County. For purposes of this Agreement, program income is defined

1 as proceeds from the disposition of CDBG-acquired real property, and principal and interest on
2 CDBG loans. If the District contributed financially to the improvement Project, the District may
3 retain a share of the program income in proportion to the District's contribution to the Project, after
4 the District has provided a written accounting acceptable to the County.

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

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

23 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

24 A. The District 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 District uses the services of a contractor, the District shall
28 require that the contractor comply with all Federal, State and local laws, ordinances, regulations

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

15 V. PAYMENT FOR THE PROJECT

16 A. At monthly intervals, the District shall submit a written request to the County
17 for payment of specified costs incurred in the performance of this Agreement. The request for the
18 County to make such a payment shall be in accordance with the exemplar Project Pay Request
19 Form attached hereto as Exhibit 2 and incorporated herein by reference. The request shall also
20 be accompanied by a written certification from the District that the request for payment is consistent
21 with the amount of work that has been completed, and that said work is in accordance with the
22 construction contract documents and this Agreement. The request for payment shall also be
23 accompanied by documentation acceptable to the County, such as checks, invoices or vouchers
24 for services or materials purchased, contractor's costs or other costs chargeable to the Project.
25 The first construction progress payment request shall also be accompanied by documentation
26 demonstrating that all construction-related required permits have been issued by the County. After
27 appropriate review and inspection, the County shall make payment from CDBG funds provided in
28 this Agreement for all eligible costs specified herein up to the maximum amount payable under

1 Section I.

2 B. Any savings realized in the final cost of the Project, due to Project cost
3 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
4 the amount of this Project paid for with CDBG funds.

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

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

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

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

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

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

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

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

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

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

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

VI. INDEMNIFICATION

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

VII. TIME OF PERFORMANCE

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

1. Complete Consultant Engineer Selection process – February 28, 2020.
2. Complete Design Engineering and Submit to the County for Review – March 30, 2020.
3. Complete County Review and Approval of Plans – June 30, 2020.
4. Begin Advertising for Bids – July 15, 2020.
5. Award Construction Contract – August 31, 2020.

B. The Project shall be completed, and Notice of Completion shall be filed with the Fresno County Recorder's Office, no later than November 16, 2020.

C. The final POM Report, written summary of all work completed, documentation demonstrating compliance with the Section 3 clause, and request for final payment shall be submitted to the County no later than January 15, 2021.

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

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

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

7 VIII. BREACH OF AGREEMENT

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

18 IX. TERMINATION OF PROJECT

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

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

27 X. VENUE; GOVERNING LAW

28 Venue for any action arising out of or relating to this Agreement shall be only in

1 Fresno County, California. The rights and obligations of the parties and all interpretation and
2 performance of this Agreement shall be governed in all respects by the laws of the State of
3 California.

4 XI. ENTIRE AGREEMENT

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

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

SIERRA UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO

By: Alan Harris
President/Superintendent/
Chairman/Manager

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

Date: 1/13/2020

Date: 2/25/20

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

By: Rosei Cuyf
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N18011
ACTIVITY CODE: 7219

REMIT TO:
Sierra Unified School District
Attention: Janelle Bryson, Assistant
Superintendent
29143 Auberry Road
Prather, CA 93651
Telephone: (559) 855-3662

SW:JN
G:\7205ComDev\Agendas-Agreements\2020\0121 Sierra Oaks Solar, Roofing and ADA Agt.docx
July 19, 2019

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: _____

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)