

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this 14th day of April, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the MALAGA COUNTY WATER DISTRICT, ("District").

WITNESSETH

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

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

WHEREAS, the District has submitted the Malaga Fire Hydrant Improvements, Project No. 19451 ("Project"), for CDBG funding; and

WHEREAS, the District has estimated that the total cost of the Project is \$356,000, and the District has committed local funds to the Project in the amount of \$106,000, and has requested the sum of \$250,000 from the County's allocation of CDBG funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on June 4, 2019, 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 repair or replacement of broken, missing, or obsolete fire hydrants at various locations throughout the District's boundary. Water valves will be

replaced where existing valves are inoperable. Existing pavement, sidewalk, and other improvements may be modified or replaced to accommodate construction. The improvements will improve fire protection service for all residents of the District.

B. The Project Site locations are owned by the District or are in public rights-of-way.

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

1. Obtain all necessary permits.

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

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

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

5. Provide related eligible improvements.

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

Construction	\$268,000
Design & Construction Engineering	52,000
Contingency, Permits & Misc.	<u>36,000</u>
Total	\$356,000

E. Notwithstanding District's estimates described in the above-described Project budget, payments for the Project from CDBG funds shall be limited to the District's 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:

1	CDBG	\$250,000
2	Local Financial Contribution	<u>106,000</u>
	Total	\$356,000

3 G. Prior to any changes that may occur which would modify the scope of the
4 Project, the District shall submit a written request to the County. The District shall send its written
5 request 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 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. The County shall specify in a letter to the District whether such
15 modifications to the scope of the Project are authorized, and if the District may proceed.

14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the District up to, but not more than, \$250,000
16 in CDBG funds for the Project for the District’s performance of its obligations under this Agreement.
17 All funds shall be paid in accordance with Section V of this Agreement.

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

24 C. The County shall review, within forty-five (45) calendar days of receipt from
25 the District, the design plans and specifications for the Project, as prepared by the District, for
26 compliance with Federal regulations, conformance with applicable code requirements sufficient to
27 allow for construction-related permit issuance, and the total Project cost estimate, to ensure
28 sufficient funds are available to complete the Project. If such conditions have been met, the County

1 shall specify in a letter to the District that these conditions have been met and that the Project can
2 be advertised.

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

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

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

20 III. OBLIGATIONS OF THE DISTRICT

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

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

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

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

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

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

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

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

26 I. Within seven (7) calendar days following the bid opening, the District shall
27 furnish the Community Development Division with the name of the low bidder and cost or price
28 analysis of the low bid proposal prepared by the District, so that the County can verify with the

1 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not
2 been debarred or suspended from participating in Federal projects, and that the contractor will be
3 reasonably compensated in accordance with Federal requirements. The District shall obtain a
4 letter from the County specifying these conditions have been met and that the District is approved
5 to award the Project for construction.

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

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

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

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

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

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

1 O. The District shall comply with the mitigation measures, conditions and notes
2 identified in Environmental Assessment No. 7753 (the "Assessment"). A copy of the Assessment
3 will be provided to the District.

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

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

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

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

c. Now are served by public facility or infrastructure that is no longer substandard.

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

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

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

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

1 CDBG regulations.

2 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

3 A. The District shall, and shall cause its consultants, contractors, and
4 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
5 Project.

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

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

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

22 V. PAYMENT FOR THE PROJECT

23 A. At monthly intervals, the District shall submit a written request to the County
24 for payment of specified costs incurred in the performance of this Agreement. The request for the
25 County to make such a payment shall be in accordance with the exemplar Project Pay Request
26 Form attached hereto as Exhibit 2 and incorporated herein by reference. The request shall also
27 be accompanied by a written certification from the District that the request for payment is consistent
28 with the amount of work that has been completed, and that said work is in accordance with the

1 construction contract documents and this Agreement. The request for payment shall also be
2 accompanied by documentation acceptable to the County, such as checks, invoices or vouchers
3 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.
4 The first construction progress payment request shall also be accompanied by documentation
5 demonstrating that all construction-related required permits have been issued by the County. After
6 appropriate review and inspection, the County shall make payment from CDBG funds provided in
7 this Agreement for all eligible costs specified herein up to the maximum amount payable under
8 Section I.

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

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

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

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

22 F. Upon the completion of the Project, the District shall submit to the
23 County Community Development Division a written request for final payment of costs, which
24 shall provide a detailed description of the Project pay items and costs. The final pay request
25 shall be in accordance with Exhibit 2. The County shall not be obligated to make any payments
26 under this Agreement if the request for payment is submitted by the District more than sixty
27 (60) days after the Notice of Completion has been filed with the County Recorder's Office. An
28

1 extension to the sixty (60) day period may be granted by the Director prior to the deadline if the
2 District can demonstrate just cause for the delay.

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

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

8 Business Manager
9 County of Fresno
10 Department of Public Works and Planning
11 Financial Services Division
12 2220 Tulare Street, 6th Floor
13 Fresno, CA 93721

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

21 J. The District, as a subrecipient of Federal financial assistance, is required to
22 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as
23 amended. Whenever the District receives CDBG funds from the County for the Project, a copy of
24 any audit performed by the District in accordance with said Act shall be forwarded to the County
25 Community Development Grants Program Manager within nine (9) months of the end of any
26 District fiscal year in which funds were expended and/or received for the Project. Failure to perform
27 the requisite audit functions as required by this paragraph may result in the County performing any
28 necessary audit tasks or, at the County's option, the County contracting with a public accountant

1 to perform the audit. All audit costs related to the District's failure to perform the requisite audit are
2 the sole responsibility of the District, and such audit work costs incurred by the County shall be
3 billed to the District, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the
4 event the District is only required to perform an audit under the provisions of the Act because the
5 District is receiving CDBG funds, the County may perform, or cause to be performed, the required
6 audit to determine whether funds provided through this Agreement have been expended in
7 accordance with applicable laws and regulations. Any audit-related costs incurred by the County
8 under this provision shall be charged to the County CDBG Program. The District agrees to take
9 prompt and appropriate corrective action on any instance of material non-compliance with
10 applicable laws and regulations.

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

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

16 VI. INDEMNIFICATION

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

26 VII. TIME OF PERFORMANCE

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

1. Complete Consultant Engineer Selection process – April 30, 2020.
2. Complete Design Engineering and Submit to the County for Review – August 3, 2020.
3. Complete County Review and Approval of Plans – December 7, 2020.
4. Begin Advertising for Bids – December 21, 2020.
5. Award Construction Contract – March 9, 2021.

B. The Project shall be completed, and Notice of Completion shall be filed with the Fresno County Recorder's Office, no later than August 24, 2021.

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 October 24, 2021.

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 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.

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

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 remedies permitted by law, that the County 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 accordance with a material breach of this Agreement by the City, this Agreement

1 may also be terminated for convenience by the County in accordance with state and federal law.

2 IX. TERMINATION OF PROJECT

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

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

11 X. VENUE; GOVERNING LAW

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

16 XI. ENTIRE AGREEMENT

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

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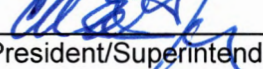
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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 on page one of this Agreement.

3
4 MALAGA COUNTY WATER DISTRICT

COUNTY OF FRESNO

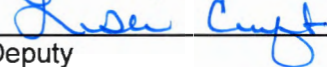
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6 By: 
7 President/Superintendent/
Chairman/Manager


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

8
9 Date: 2.24.2020

Date: April 14, 2020

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

13 By: 
14 Deputy

15
16
17
18
19 FUND NO: 0001
20 SUBCLASS NO: 10000
21 ORG NO: 7205
22 ACCOUNT NO: 7885
PROJECT NO: N19451
ACTIVITY CODE: 7219

REMIT TO:

Malaga County Water District
Attention: Jennifer Ahl, District Manager
3580 S. Frank Street
Fresno, CA 93725
Telephone: (559) 485-7353

23
24
25 SW-JA: _____
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February 12, 2020

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)