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A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the FRESNO COUNTY FIRE PROTECTION DISTRICT, ("Subrecipient").

WITNESSETH

WHEREAS, the County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") 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 ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383; and the laws of the State of California; and

WHEREAS, CDBG-CV funding has been made available to the County to prevent, prepare for, and respond to the coronavirus ("COVID-19"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds; Subrecipient has submitted the Fire Equipment-Communicable Disease Safety, Project No. 19732-CV ("Project"), for CDBG-CV funding; and

WHEREAS, the Subrecipient has estimated that the total cost of the Project is \$117,472, and has requested the sum of \$117,472 from the County's allocation of CDBG-CV funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on July 7, 2020, approved the Project for funding; and

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

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

I. PROJECT DESCRIPTION, LOCATION, TIME OF PERFORMANCE AND BUDGET

1           A.     The Project consists of the procurement of equipment and supplies for  
2 decontamination and prevention of the spread of communicable diseases, including COVID-19,  
3 for both the public and firefighting personnel. Equipment and supplies will be provided to Station  
4 96, located in Mendota, Station 90, located in Caruthers, and Station 93, located in Huron. These  
5 stations serve several different communities in western and southwestern Fresno county.

6           B.     The Subrecipient will be responsible for administering a CDBG-CV funded  
7 project in a manner satisfactory to the County and consistent with standards required as a  
8 condition of providing these funds.

9           C.     The Project budget is estimated by the Subrecipient as follows:

10	Supplies and Equipment		<u>\$117,472</u>
11		Total	\$117,472

12           D.     Notwithstanding Subrecipient's estimates in the above-described Project  
13 budget, payments for the Project from CDBG-CV funds shall be limited to the Subrecipient's  
14 actual costs, and shall not exceed the total amount of \$117,472.

15           E.     The proposed funding for the Project will be provided from the following  
16 sources:

17	CDBG-CV (Unincorporated Contribution)	\$ 73,855
18	CDBG-CV (City of Mendota)	<u>\$ 43,617</u>
	Total	\$117,472

19           F.     Prior to any changes that may occur which would modify the scope of the  
20 Project, the Subrecipient shall submit a written request to the County. The Subrecipient shall  
21 send its written request to:

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

28 If the Director of the County Department of Public Works and Planning ("Director") determines the  
modified Project is still eligible under the Federal CDBG-CV regulations, the Director is authorized  
to permit such modifications. The County shall specify in a letter to the Subrecipient whether such

1 modifications to the scope of the Project are authorized, and if the Subrecipient may proceed.

2 II. OBLIGATIONS OF THE COUNTY

3 A. The County shall reimburse the Subrecipient up to, but not more than,  
4 \$117,472 in CDBG-CV funds for the Project for the Subrecipient's performance of its obligations  
5 under this Agreement. All funds shall be paid in accordance with Section V of this Agreement.

6 B. The County shall review, within thirty (30) calendar days of receipt from  
7 the Subrecipient, the proposal for the activities and specifications for the Project, as prepared by  
8 the Subrecipient, for compliance with Federal regulations, conformance with state and local  
9 requirements, and the total Project cost estimate, to ensure sufficient funds are available to  
10 complete the Project. If such conditions have been met, the County shall specify in a letter to  
11 the Subrecipient that these conditions have been met, and that the Project activities can  
12 commence.

13 C. The County may, upon request by the Subrecipient, allow alternate  
14 procurement procedures permitted under 24 CFR Part 84, provided the Subrecipient submits  
15 satisfactory documentation and justification.

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

22 III. OBLIGATIONS OF THE SUBRECIPIENT

23 A. The Subrecipient shall provide any and all sums of money in excess of  
24 \$117,472, which may be necessary to complete the Project.

25 B. The Subrecipient shall demonstrate in writing, and to the County's  
26 satisfaction, that it has the authority, operational ability, and financial resources for providing the  
27 services being provided with CDBG-CV funds under this Agreement prior to award of the Project.

28 C. Upon completion of the activity plan, the Subrecipient shall submit the

1 specifications to the County. The County will ensure Federal CDBG requirements have been  
2 adhered to, and review cost estimates to ensure sufficient funds are available. The Subrecipient  
3 shall obtain a letter from the County specifying these conditions have been met.

4 D. The Subrecipient may request to utilize alternate procurement procedures  
5 allowed under 24 CFR Part 84, subject to prior approval by the County.

6 E. The Subrecipient shall give written notice thereof, to include a copy of the  
7 executed contract between the Subrecipient and the vendor, to the County.

8 F. All proposed changes to the planned activities shall not proceed until prior  
9 written approval has been given by the County. Request for approval of a change of services  
10 provided shall include a narrative description of the work, a cost or price analysis in accordance  
11 with HUD requirements, and a written certification from the Subrecipient that the approval of the  
12 change is consistent with the final cost estimate approved by the County. In addition, the  
13 Subrecipient shall certify that the change is within the scope of the Project and is necessary to  
14 complete the Project.

15 G. The County has determined that the Project is exempt from the provisions  
16 of the California Environmental Quality Act (CEQA) and the National Environmental Protection  
17 Act (NEPA).

18 H. Upon completion of the Project, the Subrecipient shall notify the County  
19 so a representative can perform an inspection of the Project to determine that it was completed  
20 in accordance with the scope of work approved and authorized pursuant to this executed  
21 Agreement.

22 I. Upon approval of Project completion by the County, the Subrecipient shall  
23 provide the County with a resolution of acceptance, or similar documentation, demonstrating that  
24 the Project was completed in accordance with the scope of work approved and authorized  
25 pursuant to this executed Agreement and any approved subsequent amendments and/or  
26 changes, and that the Subrecipient has accepted the Project. Prior to the final request for  
27 payment, the Subrecipient shall also provide the County with a written summary of all Project  
28 work completed with CDBG-CV and other funds.

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

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

12 K. The Subrecipient must inform the County in writing of any program income  
13 generated by the expenditure of CDBG-CV funds. Any program income generated as a result  
14 of the Project must be paid to the County. For purposes of this Agreement, program income is  
15 defined as proceeds received as a result of the CDBG-CV funded activities. If the Subrecipient  
16 contributed financially to the Project, the Subrecipient may retain a share of the program income  
17 in proportion to the Subrecipient's contribution to the Project, after the Subrecipient has provided  
18 a written accounting acceptable to the County.

19 L. The Subrecipient must obtain prior written approval from the County  
20 before making any modification or change in the services being provided, in whole or in part,  
21 using CDBG funds in excess of \$25,000. The Subrecipient shall provide affected citizens with  
22 notice of, and opportunity to comment on, any proposed change to the services being provided  
23 with CDBG funds. These requirements shall continue in effect for five years after the Project is  
24 completed in HUD's Integrated Disbursement and Information System (IDIS). In the event the  
25 CDBG program is closed out, the requirements of this Section shall remain in effect for activities  
26 funded with CDBG funds, unless action is taken by the Federal government to relieve the  
27 Subrecipient of these obligations.

28 M. The Subrecipient acknowledges that the County may periodically inspect

1 the Project to ensure that the services are being provided as described in this Agreement. The  
2 Subrecipient agrees to provide any necessary information to the County to carry out such  
3 inspections. Furthermore, the Subrecipient agrees to take corrective action if the County  
4 determines that modifications to the use and location of the Project have resulted in a violation  
5 of the Federal CDBG regulations.

6 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

7 A. The Subrecipient shall, and shall cause its consultants, contractors, and  
8 subcontractors to, comply with all applicable State and Federal laws and regulations governing  
9 the Project.

10 B. Whenever the Subrecipient uses the services of a contractor, the  
11 Subrecipient shall require that the contractor comply with all Federal, State and local laws,  
12 ordinances, regulations and Fresno County Charter provisions applicable in the performance of  
13 their work.

14 C. This Project is subject to the requirements of Section 3 of the Housing and  
15 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u), and all applicable rules and  
16 orders issued hereunder. Compliance will be a condition of the Federal financial assistance  
17 providing under this Agreement, and binding upon the Subrecipient and any of the Subrecipient's  
18 subcontractors. The Subrecipient certifies and agrees that no contractual or other disability  
19 exists that would prevent compliance with these requirements. The Subrecipient further agrees  
20 to comply with these Section 3 requirements and to include the following language in all  
21 subcontracts executed under this Agreement: "The work to be performed under this Agreement  
22 is a project assisted under a program providing direct Federal financial assistance from HUD and  
23 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,  
24 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and  
25 employment be given to low- and very low- income residents of the project area, and that  
26 contracts for work in connection with the project be awarded to business concerns that provide  
27 economic opportunities for low- and very low-income persons residing the metropolitan area in  
28 which the project is located". Accordingly, the Subrecipient shall require any subcontractor to

1 complete and submit documentation prior to award of the contract, and upon Project completion,  
2 that compliance with the Section 3 clause has been met.

3 D. Because the Subrecipient is receiving at least \$100,000 for this Project  
4 from the County's CDBG Program under this Agreement, the Subrecipient shall complete and  
5 submit to the County Community Development Division a "Certification of Payments to Influence  
6 Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form.  
7 Likewise, before the Subrecipient awards a contract using at least \$100,000 of such CDBG-CV  
8 funds, the Subrecipient shall require the subcontractors to complete and submit these two (2)  
9 forms described hereinabove to both the Subrecipient and the County.

10 V. PAYMENT FOR THE PROJECT

11 A. It is expressly agreed and understood that the total amount to be paid by  
12 the County under this Agreement shall not exceed \$117,472. At monthly intervals, the  
13 Subrecipient shall submit a written request to the County for payment of eligible expenses  
14 incurred in accordance with the performance of this Agreement. The request for the County to  
15 make such a payment shall be in accordance with the exemplar Project Pay Request Form,  
16 attached hereto as Exhibit 2 and incorporated herein by reference. The request shall also be  
17 accompanied by a written certification from the Subrecipient that the request for payment is  
18 consistent with the amount of work that has been completed, and that said work is in accordance  
19 with the contract documents and this Agreement. The request for payment shall also be  
20 accompanied by documentation acceptable to the County, such as checks, invoices or vouchers  
21 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
22 After appropriate review and inspection, the County shall make payment from CDBG-CV funds  
23 provided in this Agreement for all eligible costs specified herein up to the maximum amount  
24 payable under Section I. Payments may be contingent upon certification of the Subrecipient's  
25 financial management system in accordance with the standards specified in 24 CFR 84.21.

26 B. The CARES Act requires that there are adequate procedures in place to  
27 prevent any duplication of benefits, as required by section 312 of the Stafford Act, as amended  
28 by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254;

1 42 U.S.C. 5121 et seq.). Duplication of benefits occurs when Federal financial assistance is  
2 provided to Subrecipient, and Subrecipient has received (or would receive, by acting reasonably  
3 to obtain available assistance) financial assistance for the same costs from any other source  
4 (including insurance), and the total amount received exceeds the total need for those costs.  
5 Subrecipient is required to certify that every request for payment does not constitute duplication  
6 of benefits. Subrecipient agrees to repay any amount that is determined to be duplicative.

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

14 D. The County shall not be bound by any agreement between the  
15 Subrecipient and its agents.

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

24 F. The County may withhold payment of the final payment request made by  
25 the Subrecipient, until a final POM and written summary of all Project work completed with  
26 CDBG-CV and other funds have been submitted to the County.

27 G. All requests for payment and supporting documentation shall be sent to:  
28



1 Business Manager  
2 County of Fresno  
3 Department of Public Works and Planning  
4 Financial Services Division  
5 2220 Tulare Street, 6<sup>th</sup> Floor  
6 Fresno, CA 93721

7 H. The Subrecipient agrees to comply with 24 CFR 84.21-18, and agrees to  
8 adhere to the accounting and bookkeeping procedures in accordance required therein.  
9 Subrecipient must utilize adequate internal controls and maintain necessary source  
10 documentation for all costs paid with CDBG-CV funds in accordance with the performance of  
11 this Agreement.

12 I. All records and accounts shall be available for inspection by the County,  
13 the State of California, if applicable, the Comptroller General of the United States, and HUD or  
14 any of their duly authorized representatives at all reasonable times for a period of at least four  
15 (4) years following final payment under this Agreement, or the closure of all other pending  
16 matters, whichever is later. Records shall include but not be limited to: Records providing a full  
17 description of each activity; records documenting compliance with the fair housing and equal  
18 opportunity components; financial records as required by 24 CFR 570.502, and 24 CFR 84.21-  
19 28 and any other records necessary to document compliance. The Subrecipient shall certify  
20 accounts when required or requested by the County.

21 J. The Subrecipient shall maintain client data demonstrating eligibility for  
22 services provided. Such data shall include, but not be limited to, client name, income level or  
23 other basis for determining eligibility, and description of service. Such information shall be made  
24 available to County monitors or their designees for review upon request. The Subrecipient  
25 understands that client information collected under this contract is private and the use or  
26 disclosure of such information, when not directly connected with the administration of the  
27 Subrecipient's responsibilities with respect to services provided under this contract, is prohibited,  
28 unless written consent is obtained from such person receiving service.

K. The Subrecipient, as a subrecipient of Federal financial assistance, is  
required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501

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

18 L. The Subrecipient shall send a copy of the audit to:

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

23 VI. INDEMNIFICATION

24 The Subrecipient shall indemnify, defend, and save harmless the County, its  
25 officers, agents, and employees from and against any and all damages, claims, and losses  
26 whatsoever (including attorney's fees and costs) occurring or resulting to persons, firms, or  
27 corporations furnishing or supplying work, services, materials, or supplies in connection with the  
28 performance of this Agreement, and from any and all damages, claims, and losses (including

1 attorney's fees and costs) occurring or resulting to any person, firm, or corporation for damage,  
2 injury, or death arising out of or connected with the Subrecipient's performance of, or failure to  
3 perform, its obligations under this Agreement. The provisions of this Section VI shall survive the  
4 termination of this Agreement.

5 VII. TIME OF PERFORMANCE

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

8 1. Complete Specifications and Submit to the County for Review –  
9 January 4, 2021.

10 2. Complete County Review and Approval of Specifications – February  
11 4, 2021.

12 3. Begin Advertising for Bids – February 22, 2021.

13 4. Award Contract – March 22, 2021.

14 B. Evidence of delivery, inspection, and acceptance by the Subrecipient shall  
15 be submitted to the County Community Development Division no later than November 30, 2021.

16 C. The final POM Report, written summary of all work completed, and request  
17 for final payment shall be submitted to the County no later than January 31, 2022.

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

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

26 VIII. BREACH OF AGREEMENT

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

1 and utilize any remedies permitted by law that the County deems appropriate. Should the County  
2 deem a breach of this Agreement material, the County shall immediately be relieved of its  
3 obligations to make further payment as provided herein. Termination of this Agreement due to  
4 breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal  
5 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement  
6 being terminated by the County in accordance with a material breach of this Agreement by the  
7 Subrecipient, this Agreement may also be terminated for convenience by the County in accordance  
8 with state and federal law.

9 IX. TERMINATION OF PROJECT

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

15 B. If the Subrecipient's request to cancel the Project covered by this  
16 Agreement is approved by the Director, the Subrecipient shall promptly return to the County all  
17 CDBG-CV funds paid pursuant to this Agreement.

18 X. VENUE; GOVERNING LAW

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

23 XI. ENTIRE AGREEMENT

24 This Agreement constitutes the entire agreement between the Subrecipient and the  
25 County, with respect to the subject matter hereof, and supersedes all previous negotiations,  
26 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
27 whatsoever, unless expressly included in this Agreement.

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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.

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FRESNO COUNTY FIRE PROTECTION  
DISTRICT  
SUBRECIPIENT

COUNTY OF FRESNO

By: \_\_\_\_\_  
President/Superintendent/  
Chairman/Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy

FUND NO: 0001  
SUBCLASS NO: 10000  
ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N19732-CV  
ACTIVITY CODE: 7307

REMIT TO:  
Fresno County Fire Protection District  
Attention: Josh Chrisman,  
Administration Officer  
210 S. Academy Avenue  
Sanger, CA 93657  
Telephone: (559) 493-4305

SW:JA:\_\_\_\_\_  
G:\7205ComDev\~Agendas-Agreements\2020\1215\_FCFPD Equipment CDBG 19732-CV\_agt.docx  
September 23, 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.

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Form Completed By: \_\_\_\_\_

## Exhibit 2

### Project Pay Request

Date

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

Subject: Request for Payment, CDBG-CV 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. The District also certifies that this request does not constitute a duplication of benefits under federal requirements as described in Section V, Paragraph B of the Agreement.

<u>Payee</u>	<u>Invoice #</u>	<u>Amount</u>
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Sincerely,

<District Manager>  
<District Name>

Enclosure(s)