



LINDSAY CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 251 E. Honolulu St., Lindsay, CA 93247

Notice is hereby given that the Lindsay City Council will hold a Regular Meeting on January 26, 2021 via webinar only. The webinar address for members of the public is

https://www.bigmarker.com/griswold_lasalle/January-26-2021-Lindsay-Council-Meeting.

Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at (559) 562-7102 ext. 8011 or via email at lindsay.cityclerk@lindsay.ca.us.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE**

Led by Mayor Caudillo.

4. PUBLIC COMMENT

The public is invited to comment on any subject under the jurisdiction of the Lindsay City Council. Please note that speakers that wish to comment on a Regular Item or Public Hearing on tonight's agenda will have an opportunity to speak when public comment for that item is requested by the Mayor.

Comments shall be limited to three (3) minutes per person, with thirty (30) minutes for the total comment period, unless otherwise indicated by the Mayor.

The public may also choose to submit a comment before the meeting via email at lindsaycityclerk@lindsay.ca.us. Public comments received via email will be distributed to the Council prior to the start of the meeting and incorporated into the official record; however, they will not be read aloud.

- 5. COUNCIL REPORT**
- 6. CITY MANAGER REPORT**

7. **CONSENT CALENDAR**

Routine items approved in one motion unless item is pulled for discussion.

7.1 Minutes from January 12, 2020 City Council Regular Meeting (pp. 1-5)

7.2 Warrant List for January 1, 2021 through January 18, 2021 (pp. 6-10)

7.3 Renewal of **Resolution No. 20-12**, Declaring a Local Emergency and Request for Assistance Under the California Disaster Assistance Act (pp. 11-14)

8. **RECOGNITION ITEMS**

8.1 January 2021 Work Anniversaries:

Mario Sanchez (Maintenance) – 1 Year with the City of Lindsay on January 6, 2021

Jose Vega (Maintenance) – 10 Years with the City of Lindsay on January 10, 2021

Officer Matthew McMillan (Public Safety) – 10 Years with the City of Lindsay on January 10, 2021

Yolanda Jensen (Account Clerk I) – 10 Years with the City of Lindsay on January 11, 2021

Lisa Davis (Administrative Supervisor) – 3 Years with the City of Lindsay on January 22, 2021

8.2 Junior Code Official Training Certificates:

Vicente Medina (Age 13)

Victor Medina (Age 11)

Emmanuel Ibarra (Age 13)

9. **PRESENTATIONS**

9.1 City of Lindsay Water Systems Overview and Update

Presented by Michael Camarena, Director of City Services and Planning

9.2 2020-2021 Mid-Year Budget Overview and Update

Presented by Juana Espinoza, Finance and Accounting Manager

10. **ACTION ITEMS**

10.1 Approval of Professional Services Agreement with Local Government Commission for the West Hermosa Street Corridor and Neighborhood Enhancement Plan (pp. 15-36)

Presented by Michael Camarena, Director of City Services and Planning

10.2 Approval of Agreement for Professional Landscape Architect Design Services for Olive Bowl/Kaku Park Renovation-Expansion Project with Moore, Iacofano, Goltsman, Inc.

(MIG, Inc.) (pp. 37-49)

Presented by Michael Camarena, Director of City Services and Planning

10.3 Cannabis RFP Update – Verbal Report

Presented by Joseph Tanner, City Manager

11. PUBLIC HEARINGS

11.1 Approval of **Resolution No. 21-01** Approving an Application for Funding and the Execution of a Grant Agreement from the 2020 State Community Development Block Grant Program – Coronavirus Response Round 2 & 3 (pp. 50-88)

Presented by Joseph Tanner, City Manager

12. EXECUTIVE ITEMS (CLOSED SESSION)

12.1 Conference with Legal Counsel – Existing Litigation (§ 54956.9): City of Lindsay v. SQM North America, CASE NO. 1:11-cv-00046-DAD-EPG, Eastern District of California.

13. REQUEST FOR FUTURE ITEMS

14. ADJOURNMENT

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LINDSAY CITY COUNCIL REGULAR MEETING AGENDA MINUTES

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1. INTRODUCTION OF NEW COUNCIL MEMBERS

- Presented by Joseph M. Tanner, City Manager

2. SELECTION OF MAYOR AND MAYOR PRO TEM

- Council Member Flores nominated Council Member Caudillo for Mayor. Council Member Caudillo accepted the nomination. Council Member Cerros seconded the nomination.

Motion to Appoint Council Member Caudillo as Mayor							
1 st	2 nd	Result	Serna	Sanchez	Flores	Cerros	Caudillo
Flores	Cerros	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

- Council Member Sanchez nominated Council Member Flores for Mayor Pro Tem. Council Member Flores accepted the nomination. Mayor Caudillo seconded the nomination.

Motion to Appoint Council Member Flores as Mayor Pro Tem							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Sanchez	Caudillo	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

3. CALL TO ORDER

4. ROLL CALL

Present	Council Member Serna Mayor Pro Tem Flores Mayor Caudillo Council Member Cerros Council Member Sanchez
Absent with Notice	N/A
Absent	N/A

- City Manager provided background regarding damage to Well 15 as a result of a car accident that took place after the agenda was published on Friday 1/8/2021. Emergency Item 10.3 was added to the agenda.

Motion to Add Emergency Item 10.3 to the Agenda							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Serna	Flores	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

5. PLEDGE

- Led by Mayor Pro Tem Flores

6. PUBLIC COMMENT

- Virginia Loya of the Lindsay Chamber of Commerce provided congratulations to the new council.

7. COUNCIL REPORT

- Mayor Pro Tem Flores and Council Member Sanchez expressed excitement for the future and city improvements.
- Council Member Cerros communicated the importance of transparency for public officials and encouraged community engagement.
- Council Member Serna highlighted the importance of fostering a strong community network.
- Mayor Caudillo thanked council for their support and highlighted the importance of working as a team with city staff.

8. CITY MANAGER REPORT

- City Manager Joseph Tanner reported the following: City Hall has resumed regular working hours. Tulare County has recorded its highest weekly total in COVID cases and deaths. Meetings will be scheduled with the school district and hospital district board in the near future. The city audit is nearing its close.

9. CONSENT CALENDAR

Routine items approved in one motion unless item is pulled for discussion.

9.1 Minutes from December 8, 2020 City Council Regular Meeting

9.2 Warrant List for December 4, 2020 through December 31, 2020

9.3 Treasurer’s Report for November 2020

9.4 Treasurer’s Report for December 2020

9.5 2021 City of Lindsay Salary Schedule

9.6 Disinfection By Product (DBP) Notification Update

- Council Member Cerros and Council Member Sanchez requested clarification regarding city salary ranges. City Manager provided background regarding a calculation of city finances as well as assessing similar cities in the region to remain competitive.

Motion to Approve Consent Calendar							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Flores	Serna	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10. ACTION ITEMS

10.1 Appoint Council Member Representatives to Boards, Agencies, and Committees

Presented by Joseph M. Tanner, City Manager

- Integrated Regional Water Management (IRWM)
 - Mayor Caudillo
 - Alternate: Council Member Cerros
- East Kaweah Groundwater Sustainability Agency (EKGSA)
 - Mayor Pro Tem Flores
 - Alternate: Mayor Caudillo
- Tulare County Association of Government (TCAG) Board of Governors
 - Mayor Caudillo
 - Alternate: Council Member Cerros
- Tulare County Regional Transit Agency (TCRTA) Board of Governors
 - Mayor Caudillo
 - Alternate: Council Member Cerros
- Tulare County Local Agency Formation Commission (LAFCO)
 - Representatives elected by the City Selection Committee
- Lindsay Wellness Center Programming Committee
 - Mayor Pro Tem Flores and Council Member Serna
- Healthy Kids Healthy Lindsay
 - Mayor Caudillo.

Motion to Approve Appointments							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Flores	Serna	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10.2 Minute Order Appointment of Mayra Espinoza-Martinez as City Clerk

Presented by Joseph M. Tanner, City Manager

Motion to Approve City Clerk Appointment							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Flores	Serna	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

10.3 EMERGENCY ITEM – Damage to Well 15

Presented by Michael Camarena, Director of City Services and Planning

Motion to Approve Expenditures for Damages & Repairs to Well 15							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Flores	Cerros	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

11. PUBLIC HEARINGS

11.1 Second Reading of **Ordinance No. 586**, Amending Chapter 18 of the Lindsay Municipal Code, Removing and Adding Conditional Uses in the CC Central Commercial District and Defining a Retail Cannabis Dispensary Zone

Presented by Michael Camarena, Director of City Services and Planning

- Mayor Caudillo opened the public hearing at 7:36 PM. Receiving no public comment, Mayor Caudillo closed the public hearing at 7:36 PM.

Motion to Approve Second Reading of Ordinance No. 586							
1 st	2 nd	Result	Serna	Flores	Caudillo	Cerros	Sanchez
Flores	Caudillo	(5-0) Approved	Aye	Aye	Aye	Aye	Aye

12. REQUEST FOR FUTURE ITEMS

- Council Member Cerros expressed interest in a survey of city residents.

13. ADJOURNMENT

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Check#	Fund	Date	Vendor #	Vendor Name	Description	Amount
TOTAL						\$ 605,961.82
18103						\$1,528.73
	101 - GENERAL FUND	01/12/21	6591	ADVANCED EQUIPMENT	KUBOTA MAINTENANCE	171.51
	101 - GENERAL FUND	01/12/21	6591	ADVANCED EQUIPMENT	KUBOTA REPAIR	467.63
	101 - GENERAL FUND	01/12/21	6591	ADVANCED EQUIPMENT	LAND PRIDE HR3572	125.22
	101 - GENERAL FUND	01/12/21	6591	ADVANCED EQUIPMENT	LAND PRIDE HR3572	125.22
	101 - GENERAL FUND	01/12/21	6591	ADVANCED EQUIPMENT	KUBOTA MAINTENANCE	171.51
	101 - GENERAL FUND	01/12/21	6591	ADVANCED EQUIPMENT	KUBOTA REPAIR	467.64
18104						\$6.14
	101 - GENERAL FUND	01/12/21	6362	AMERICAN BUSINESS M	TONER	6.14
18105						\$187.43
	552 - WATER	01/12/21	5457	AUTO ZONE COMMERCIA	BOOSTER CABLE	44.03
	552 - WATER	01/12/21	5457	AUTO ZONE COMMERCIA	MOTOR OIL	13.02
	552 - WATER	01/12/21	5457	AUTO ZONE COMMERCIA	MOTOR OIL	8.68
	552 - WATER	01/12/21	5457	AUTO ZONE COMMERCIA	OIL TRUCK 27	24.99
	553 - SEWER	01/12/21	5457	AUTO ZONE COMMERCIA	ANTIFEEZER	40.19
	553 - SEWER	01/12/21	5457	AUTO ZONE COMMERCIA	MOTOR OIL	56.52
18106						\$530.94
	101 - GENERAL FUND	01/12/21	4135	BILL WALL'S DIRECT	AUDIO CABLE	271.22
	101 - GENERAL FUND	01/12/21	4135	BILL WALL'S DIRECT	COUNCIL CHAMBERS	139.72
	101 - GENERAL FUND	01/12/21	4135	BILL WALL'S DIRECT	CLEAN UP COMPUTER V	120.00
18107						\$2,197.00
	552 - WATER	01/12/21	051	BSK	4TH QTR TESTING	2,197.00
18108						\$200,000.00
	660 - RDA OBLIGATION RETIREMENT	01/12/21	4130	CALIFORNIA HOUSING	RPTTF 12/18/20 RDLP	200,000.00
18109						\$3,419.28
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	263.59
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	591.22
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	263.60
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	591.23
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	263.59
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	591.23
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	263.59
	101 - GENERAL FUND	01/12/21	6351	CANON FINANCIAL SER	CANON LEASE	591.23
18110						\$130.00
	101 - GENERAL FUND	01/12/21	3085	CCAC	CITY CLERK MEMBERSH	130.00
18111						\$1,349.77
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	101 - GENERAL FUND	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	305 - COVID-19 EMERGENCY FUND	01/12/21	5832	CINTAS CORPORATION	ULTRA CLEAN OFFICES	891.60
	552 - WATER	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	552 - WATER	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	552 - WATER	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	553 - SEWER	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	553 - SEWER	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	553 - SEWER	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	554 - REFUSE	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	554 - REFUSE	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	554 - REFUSE	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.82
	556 - VITA-PAKT	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.81
	556 - VITA-PAKT	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.80
	556 - VITA-PAKT	01/12/21	5832	CINTAS CORPORATION	OPERATING SUPPLIES	21.80
18112						\$1,700.00
	552 - WATER	01/12/21	6118	CVIN LLC D.B.A. VAS	1/1/2021-1/31/2021	283.33
	552 - WATER	01/12/21	6118	CVIN LLC D.B.A. VAS	11/1/2020-11/30/20	283.34
	553 - SEWER	01/12/21	6118	CVIN LLC D.B.A. VAS	1/1/2021-1/31/2021	283.33
	553 - SEWER	01/12/21	6118	CVIN LLC D.B.A. VAS	11/1/2020-11/30/20	283.33
	554 - REFUSE	01/12/21	6118	CVIN LLC D.B.A. VAS	1/1/2021-1/31/2021	283.34
	554 - REFUSE	01/12/21	6118	CVIN LLC D.B.A. VAS	11/1/2020-11/30/20	283.33
18113						\$436.05
	553 - SEWER	01/12/21	6361	DELTA VECTOR CONTRO	20-26-03-1001	436.05

18114						\$14,326.20
	552 - WATER	01/12/21	388	DENNIS KELLER/JAMES	DBP,TOC,WATER2020	389.05
	552 - WATER	01/12/21	388	DENNIS KELLER/JAMES	TOC, WATER 2020	936.65
	552 - WATER	01/12/21	388	DENNIS KELLER/JAMES	WELL NO14 ENGINEE R	13,000.50
18115						\$14,386.50
	552 - WATER	01/12/21	388	DENNIS KELLER/JAMES	WELL 14 REPORT	14,386.50
18116						\$1,600.00
	781 - CAL HOME RLF	01/12/21	2540	DEPT.OF HOUSING & C	CALHOME 7/1/-12/15/	1,600.00
18117						\$720.00
	700 - CDBG REVOLVING LN FUND	01/12/21	2540	DEPT.OF HOUSING & C	CDBG 12/16/20-12/31	720.00
18118						\$2,715.67
	700 - CDBG REVOLVING LN FUND	01/12/21	2540	DEPT.OF HOUSING & C	CDBG 7/1/20-12/15	2,715.67
18119						\$11,839.85
	720 - HOME REVOLVING LN FUND	01/12/21	2540	DEPT.OF HOUSING & C	HOME 12/16-12/31/20	11,839.85
18120						\$7,757.07
	720 - HOME REVOLVING LN FUND	01/12/21	2540	DEPT.OF HOUSING & C	HOME 7/1/20-12/15	7,757.07
18121						\$1,459.71
	552 - WATER	01/12/21	119	DOUG DELEO WELDING	MAINT SUPPLIES	70.69
	553 - SEWER	01/12/21	119	DOUG DELEO WELDING	WWTP REPAIRS	190.03
	553 - SEWER	01/12/21	119	DOUG DELEO WELDING	WWTP REPAIRS	250.68
	553 - SEWER	01/12/21	119	DOUG DELEO WELDING	WWTP REPAIRS	80.19
	553 - SEWER	01/12/21	119	DOUG DELEO WELDING	WWTP REPAIRS	868.12
18122						\$1,755.00
	552 - WATER	01/12/21	137	FRIANT WATER AUTHOR	RECAPTURE -NOV 2020	1,755.00
18123						\$1,204.47
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2650	28.69
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2652	45.90
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2656	45.90
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2662	60.71
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.52
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	562-2512	135.21
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2650	28.69
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.52
	101 - GENERAL FUND	01/12/21	6010	FRONTIER COMMUNICAT	209-042-9309	1.99
	552 - WATER	01/12/21	6010	FRONTIER COMMUNICAT	209-150-2936	83.55
	552 - WATER	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2650	28.69
	552 - WATER	01/12/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.52
	552 - WATER	01/12/21	6010	FRONTIER COMMUNICAT	562-1552	95.75
	552 - WATER	01/12/21	6010	FRONTIER COMMUNICAT	562-7131	133.38
	553 - SEWER	01/12/21	6010	FRONTIER COMMUNICAT	209-150-3621	117.36
	553 - SEWER	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2650	28.69
	553 - SEWER	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2654	45.90
	553 - SEWER	01/12/21	6010	FRONTIER COMMUNICAT	209-151-2655	45.90
	553 - SEWER	01/12/21	6010	FRONTIER COMMUNICAT	209-188-3200	4.53
	553 - SEWER	01/12/21	6010	FRONTIER COMMUNICAT	562-7132	260.07
18124						\$2,943.60
	101 - GENERAL FUND	01/12/21	5647	GRISWOLD,LASSALLE,C	CITY CLERK	805.60
	101 - GENERAL FUND	01/12/21	5647	GRISWOLD,LASSALLE,C	CITY COUNCIL	472.50
	101 - GENERAL FUND	01/12/21	5647	GRISWOLD,LASSALLE,C	CITY MANAGER	1,245.80
	101 - GENERAL FUND	01/12/21	5647	GRISWOLD,LASSALLE,C	CITY SERVICES	157.50
	101 - GENERAL FUND	01/12/21	5647	GRISWOLD,LASSALLE,C	LABOR RELATIONS	262.20
18125						\$350.00
	101 - GENERAL FUND	01/12/21	1391	HOME DEPOT	REPAIRS-SUPPLIES	50.00
	101 - GENERAL FUND	01/12/21	1391	HOME DEPOT	PARKS- SUPPLIES	300.00
18126						\$6,000.00
	261 - GAS TAX FUND	01/12/21	5541	JACK DAVENPORT SWEE	DEC 2020 BROOM SERV	3,000.00
	261 - GAS TAX FUND	01/12/21	5541	JACK DAVENPORT SWEE	JULY BROOM SERVICE	3,000.00
18127						\$2,334.45
	101 - GENERAL FUND	01/12/21	4067	LINCOLN NAT'L INSUR	JAN 2021 DENTAL	2,334.45
18128						\$1,467.56
	101 - GENERAL FUND	01/12/21	1422	LINDSAY TRUE VALUE	F.C	35.95
	101 - GENERAL FUND	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	6.48
	101 - GENERAL FUND	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	454.14
	400 - WELLNESS CENTER	01/12/21	1422	LINDSAY TRUE VALUE	WELLNESS	16.30
	552 - WATER	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	489.96
	552 - WATER	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	288.86
	553 - SEWER	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	49.71
	553 - SEWER	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	86.99
	553 - SEWER	01/12/21	1422	LINDSAY TRUE VALUE	C.S 11/30	39.17
18129						\$11,259.83
	552 - WATER	01/12/21	6550	MARIO SAGREDO ELECT	CHLORINE PUMP-SERVI	238.76
	552 - WATER	01/12/21	6550	MARIO SAGREDO ELECT	WELL14 SOFT START	10,295.35
	553 - SEWER	01/12/21	6550	MARIO SAGREDO ELECT	FLOATS BALL WELL	725.72
18130						\$85.30
	101 - GENERAL FUND	01/12/21	6594	MAYRA ESPINOZA	REIMBURSEMENT	85.30

18131						\$3,500.00
	552 - WATER	01/12/21	6593	MICHAEL P TOOMEY	APPRAISAL WELL 14	3,500.00
18132						\$21,450.00
	101 - GENERAL FUND	01/12/21	6579	MV CHENG & ASSOCIAT	DEC- FINANCE CONSUL	12,480.00
	101 - GENERAL FUND	01/12/21	6579	MV CHENG & ASSOCIAT	NOV- FINANCE CONSUL	8,970.00
18133						\$428.62
	101 - GENERAL FUND	01/12/21	5625	NGLIC-SUPERIOR VISI	JAN VISION PLAN	428.62
18134						\$3,371.00
	552 - WATER	01/12/21	6513	OROSCO'S BACKFLOW S	ANNUAL BACKFLOW	3,371.00
18135						\$180.00
	101 - GENERAL FUND	01/12/21	3260	PACIFIC EMPLOYERS	HR SERVICES	180.00
18136						\$2,000.52
	552 - WATER	01/12/21	6498	PACWEST DIRECT	12/10 UB	551.01
	552 - WATER	01/12/21	6498	PACWEST DIRECT	DELIQUENT PRINT DEC	115.83
	553 - SEWER	01/12/21	6498	PACWEST DIRECT	12/10 UB	551.01
	553 - SEWER	01/12/21	6498	PACWEST DIRECT	DELIQUENT PRINT DEC	115.83
	554 - REFUSE	01/12/21	6498	PACWEST DIRECT	12/10 UB	551.02
	554 - REFUSE	01/12/21	6498	PACWEST DIRECT	DELIQUENT PRINT DEC	115.82
18137						\$350.00
	101 - GENERAL FUND	01/12/21	6595	PAUL MARK PHOTOGRAP	KIMBALL PORTRAIT	350.00
18138						\$713.34
	101 - GENERAL FUND	01/12/21	272	PITNEY BOWES INC.	METER SUPPLIES	195.75
	101 - GENERAL FUND	01/12/21	272	PITNEY BOWES INC.	POSTAGE SUPPLIES	129.39
	101 - GENERAL FUND	01/12/21	272	PITNEY BOWES INC.	POSTAGE SUPPLIES	388.20
18139						\$377.96
	101 - GENERAL FUND	01/12/21	276	PORTERVILLE RECORDE	AD 00077524	101.07
	101 - GENERAL FUND	01/12/21	276	PORTERVILLE RECORDE	AD 00077536	159.24
	101 - GENERAL FUND	01/12/21	276	PORTERVILLE RECORDE	AD 00077537	117.65
18140						\$1,275.85
	553 - SEWER	01/12/21	4618	PROVOST & PRITCHARD	PON MONITORING NOV	1,275.85
18141						\$250.00
	553 - SEWER	01/12/21	5684	QUIK-ROOTER	MAN HOLE-SERVICE	250.00
18142						\$241.39
	101 - GENERAL FUND	01/12/21	285	QUILL CORPORATION	BOX STORAGE 3 CARTO	241.39
18143						\$4,000.00
	552 - WATER	01/12/21	6095	RALPH GUTIERREZ WAT	C P O WATER DEC 202	2,000.00
	553 - SEWER	01/12/21	6095	RALPH GUTIERREZ WAT	C P O WASTEWATER DE	2,000.00
18144						\$3,996.96
	101 - GENERAL FUND	01/12/21	3313	SERVICEMASTER BY BE	MITIGATION WORKSHEE	3,996.96
18145						\$176.88
	101 - GENERAL FUND	01/12/21	5624	SIERRA SANITATION,	FC12531	3.00
	101 - GENERAL FUND	01/12/21	5624	SIERRA SANITATION,	OLIVE &HERMOSA EQUI	173.88
18146						\$389.63
	101 - GENERAL FUND	01/12/21	310	SOUTHERN CA. EDISON	3-033-5943-68	13.05
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	2-31-363-1293	118.28
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	3-023-0081-92	55.85
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	3-033-1133-77	39.79
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	3-033-1133-94	56.75
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	3-033-9421-46	27.50
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	3-033-9504-85	19.75
	261 - GAS TAX FUND	01/12/21	310	SOUTHERN CA. EDISON	3-033-9591-42	58.66
18147						\$509.00
	552 - WATER	01/12/21	1183	SWRCB	5F54C385311 PERMIT	509.00
18148						\$4,131.11
	101 - GENERAL FUND	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
	101 - GENERAL FUND	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
	101 - GENERAL FUND	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
	101 - GENERAL FUND	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
	400 - WELLNESS CENTER	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.38
	552 - WATER	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
	553 - SEWER	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
	554 - REFUSE	01/12/21	5755	TELEPACIFIC COMMUNI	12/9/20-1/8/21	516.39
18149						\$138.95
	552 - WATER	01/12/21	1921	TELSTAR INSTRUMENTS	ELECTROLYTE-WTP	138.95
18150						\$485.00
	101 - GENERAL FUND	01/12/21	6547	TINO'S FENCE INC	WELL 14-SWING GATE	485.00

18151						\$5,179.44
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	108.74	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	110.66	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	STAPLES	618.44	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	COSTCO	120.00	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	MONARCH FORD	999.04	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	30.96	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	EBAY	80.42	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	OFFICE MAX	43.66	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ROSE CITY LABEL	210.00	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	THE FLOWER MILL	88.38	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ACROBAT	155.88	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	9.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ZOOM	12.74	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	CA DISTRICT AT	49.00	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	IN POLICE RECORDS	250.00	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	MONOPRICE	54.48	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	12.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
305 - COVID-19 EMERGENCY FUND	01/12/21	6326	CORPORATE PAYMENT S	APPLE .COM	1,490.91	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	CRICKET	60.00	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	184.44	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	261.97	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	42.00	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	7.53	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	87.27	
18152						\$8,735.08
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	PAYPAL	195.73	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	STAPLES	412.29	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	(108.74)	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	WALMART	37.69	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	41.30	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	WALMART	37.69	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	OFFICE DEPOT	108.74	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	CACITIES	150.00	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	PANERA	95.10	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	293.62	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ESAFETY	402.71	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	STAPLES	412.29	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	220.01	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	BATTERY JUNTION	323.35	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	GALLS	150.83	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	OFFICE DEPOT	(40.00)	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	OFFICE DEPOT	470.47	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	OFFICE DEPOT	761.23	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	OFFICE MAX	240.33	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	SMART AND FINAL	154.40	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ZOOM	13.50	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	9.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ZOOM	15.89	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	LIEBERTCASS	100.00	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	DOLLAR TREE	16.31	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	12.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
101 - GENERAL FUND	01/12/21	6326	CORPORATE PAYMENT S	LOWES	709.91	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	108.42	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	ADOBE	14.99	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	CRICKET	60.00	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	NFHS LEARN	130.00	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	2,446.80	
400 - WELLNESS CENTER	01/12/21	6326	CORPORATE PAYMENT S	AMAZON	391.44	
552 - WATER	01/12/21	6326	CORPORATE PAYMENT S	ROCHE OIL	285.84	

18153						\$3,093.68
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	D. FLORES 11/23-11/	168.48
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	D. FLORES 12/14-12/	542.88
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	D. FLORES 12/21-12/	224.64
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	D.FLORES 11/16-11/2	449.28
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	D.FLORES 12/7-13/20	561.60
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	DAYSI 11/2-11/8	374.40
	101 - GENERAL FUND	01/12/21	5747	UNITED STAFFING	A.CISNEROS 11/2-11/	772.40
18154						\$33.37
	553 - SEWER	01/12/21	356	USA BLUEBOOK	FILTER PAPER 100/PK	33.37
18155						\$757.06
	101 - GENERAL FUND	01/12/21	612	WEISENBERGERS ACE H	OPERATING SUPPLIES	79.85
	101 - GENERAL FUND	01/12/21	612	WEISENBERGERS ACE H	SUPPLIES	273.02
	101 - GENERAL FUND	01/12/21	612	WEISENBERGERS ACE H	REPAIRS -SUPPLIES	10.91
	553 - SEWER	01/12/21	612	WEISENBERGERS ACE H	WWTP SUPPLIES	393.28
18156						\$6,120.00
	101 - GENERAL FUND	01/12/21	2790	WILLDAN INC.	CODE ENFORCEMENT NO	4,080.00
	101 - GENERAL FUND	01/12/21	2790	WILLDAN INC.	NOV-BUILDING INSPEC	2,040.00
18157						\$50.00
	400 - WELLNESS CENTER	01/15/21	6097	ANGELICA BERMUDEZ	ZUMBA	50.00
18158						\$550.00
	400 - WELLNESS CENTER	01/15/21	6589	CHELSEA MARTINEZ	FITWITHIN CLASS	550.00
18159						\$600.00
	400 - WELLNESS CENTER	01/15/21	5930	CHRIS ALLARD	SERVICE CALL	600.00
18160						\$600.00
	400 - WELLNESS CENTER	01/15/21	6567	HEATHER CARTER	FIT WITHIN CLASS	600.00
18161						\$500.00
	400 - WELLNESS CENTER	01/15/21	6598	JAMMIE KHOEN	FITWITHIN CLASS	500.00
18162						\$75.00
	400 - WELLNESS CENTER	01/15/21	5804	KELSIE AVINA	ZUMBA	75.00
18163						\$7,300.00
	400 - WELLNESS CENTER	01/15/21	6260	LLEON SERVICES	CHEMICAL BAL-JAN	1,800.00
	400 - WELLNESS CENTER	01/15/21	6260	LLEON SERVICES	HEATER REPAIR-T POO	5,500.00
18164						\$75.00
	400 - WELLNESS CENTER	01/15/21	6599	MARIA EDWARDS	ZUMBA CLASS	75.00
18165						\$1,200.00
	400 - WELLNESS CENTER	01/15/21	6590	MICHAEL MORETIN	FITWITHIN CLASS	1,200.00
18166						\$76,671.09
	554 - REFUSE	01/15/21	5852	MID VALLEY DISPOSAL	SEPT REFUSE CONTRAC	76,671.09
18167						\$91,142.83
	101 - GENERAL FUND	01/15/21	6368	PNC EQUIPMENT FINAN	FIRE TRUCK LEASE	64,731.70
	101 - GENERAL FUND	01/15/21	6368	PNC EQUIPMENT FINAN	FIRE TRUCK LEASE	26,411.13
18168						\$100.00
	400 - WELLNESS CENTER	01/15/21	3208	SHANNON PATTERSON	AQUATIC CLASSES	100.00
18169						\$1,165.00
	400 - WELLNESS CENTER	01/15/21	4914	STEPHANIE OROSCO	FIT WITHIN CLASS	150.00
	400 - WELLNESS CENTER	01/15/21	4914	STEPHANIE OROSCO	ZUMBA	1,015.00
18170						\$350.00
	400 - WELLNESS CENTER	01/15/21	6588	TORI DAVIS	FITWITHIN CLASS	350.00
18171						\$300.00
	400 - WELLNESS CENTER	01/15/21	5912	YVETTE DURAN	POUND CLASS	300.00
18172						\$49,861.00
	200 - STREET IMPROVEMENT FUND	01/15/21	113	DEPT OF TRANSPORTAT	P1575-0021 SECOND P	49,861.00
18173						\$403.76
	101 - GENERAL FUND	01/15/21	3977	AFLAC	DED:015 AFLAC	403.76
18174						\$446.72
	101 - GENERAL FUND	01/15/21	4660	CITY OF LINDSAY	DED:CDBG CDBG PMT	182.72
	101 - GENERAL FUND	01/15/21	4660	CITY OF LINDSAY	DED:L203 CDBG LOAN	264.00
18175						\$889.29
	101 - GENERAL FUND	01/15/21	451	CITY OF LINDSAY EMP	DED:0503 SEC 125	879.29
	101 - GENERAL FUND	01/15/21	451	CITY OF LINDSAY EMP	DED:0505 SEC 125	10.00
18176						\$154.63
	101 - GENERAL FUND	01/15/21	3192	SEIU LOCAL 521	DED:DUES UNION DUES	154.63
18177						\$7,228.46
	101 - GENERAL FUND	01/15/21	6452	GREAT-WEST TRUST	DED:0500 DEF COMP	2,888.07
	101 - GENERAL FUND	01/15/21	6452	GREAT-WEST TRUST	DED:ROTH ROTH	225.00
	101 - GENERAL FUND	01/15/21	6452	GREAT-WEST TRUST	DED:151 DEFERCOMP	2,613.48
	101 - GENERAL FUND	01/15/21	6452	GREAT-WEST TRUST	DED:0555 DC LOANPAY	1,501.91
18178						\$94.15
	101 - GENERAL FUND	01/15/21	6409	BERNARD HEALTH LEGA	DED:MET MET LAW	94.15
18179						\$50.82
	101 - GENERAL FUND	01/15/21	2325	LINDSAY PUBLIC SAFE	DED:LPOA LPOA DUES	50.82
18180						\$189.23
	101 - GENERAL FUND	01/15/21	3042	STATE DISBURSEMENT	DED:0512 CHILD SUPT	189.23
18181						\$389.45
	101 - GENERAL FUND	01/15/21	1955	TEAMSTERS LOCAL 856	DED:0508 TEAMSTERS	389.45



STAFF MEMO

TO: Lindsay City Council
FROM: Joseph Tanner, City Manager
ITEM NO.: 7.4
DATE: January 26, 2021

ACTION

Renew Resolution No. 20-12, Resolution of the City Council of the City of Lindsay, California Declaring a Local Emergency and Request for Assistance Under the California Disaster Assistance Act

RECOMMENDATION

Staff respectfully requests that Council review and renew the proclamation of the existence of a local emergency in the City of Lindsay as set forth in Resolution No. 20-12.

BACKGROUND | ANALYSIS

The coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death. On March 4, 2020, Governor Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the state. On March 12, 2020, Tulare County declared an emergency due to confirmed cases of COVID-19 at Sierra View Medical Center in the City of Porterville. On March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March. On March 19, 2020 the Governor issued a Stay at Home Order.

ALTERNATIVES

- Renew Resolution No. 20-12
- Do not renew Resolution No. 20-12
- Direct staff to take some other action.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Renewal of Resolution No. 20-12 confirms the continued existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lindsay. These conditions of disaster or extreme peril necessitate the proclamation of a local emergency to enable the City of Lindsay to adequately plan, prepare and preposition resources to be able to effectively respond to the threat posed by COVID-19, including but not limited to requests for assistance under the California Disaster Assistance Act.



STAFF MEMO

ENVIRONMENTAL REVIEW

- Not required by CEQA. The proposed addition is exempt from the California Environmental Quality Act according to Section §15060(c)(2) and §15061(b)(3) of the CEQA Guidelines
IF required by CEQA:

POLICY ISSUES

- No policy issues
Policy issues:

PUBLIC OUTREACH

- Posted in this agenda
Additional public outreach:

ATTACHMENTS

- Resolution No. 20-12



RESOLUTION OF THE CITY OF LINDSAY

NUMBER 20-12

TITLE RESOLUTION OF THE CITY COUNCIL OF CITY OF LINDSAY, CALIFORNIA
DECLARING A LOCAL EMERGENCY AND REQUEST FOR ASSISTANCE
UNDER THE CALIFORNIA DISASTER ASSISTANCE ACT.

WHEREAS, City of Lindsay Municipal Code Chapter 2.44 provides for the preparation and carrying out of plans for the protection of persons and property within the City of Lindsay in the event of emergency or disaster; and,

WHEREAS, Chapter 2.44 provides for the preparation and carrying out of plans for the civil defense of persons and property within the city in the event of a disaster and to provide for the coordination of the civil defense and disaster functions of the city with all other public agencies and affected private persons, corporations and organizations; and

WHEREAS, in the event of the occurrence of a state of extreme emergency or a state of disaster caused by an act of God, pestilence, flood, earthquake or any other causes whatsoever, the mayor of the city is authorized to declare a state of emergency or disaster without the necessity of convening the city council for action thereon.; and

WHEREAS, the Governor of California declared a Statewide state of emergency due to the COVID-19 virus on Wednesday, March 4, 2020; and

WHEREAS, the City Council of the City of Lindsay does hereby find the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency in the City of Lindsay; and

WHEREAS, the Director of Emergency Services of the City of Lindsay shall be the City Manager; and

WHEREAS, the City Council of the City of Lindsay does hereby find that local resources are unable to cope with the effects of said emergency; and

WHEREAS, these conditions of disaster or extreme peril necessitate the proclamation of a local emergency to enable the City of Lindsay to adequately plan, prepare and preposition resources to be able to effectively respond to the threat posed by COVID-19; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

RESOLUTION NO. 20-12

Page 1 of 2



RESOLUTION OF THE CITY OF LINDSAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Lindsay hereby declares a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lindsay; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lindsay; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the City of Lindsay and its City Manager shall be those prescribed by state law, and by the charter, ordinance and resolutions of the City of Lindsay; and


IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

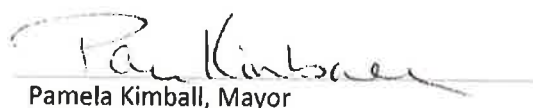
IT IS FURTHER ORDERED that the City Manager, of the City of Lindsay, is hereby designated as the authorized representative of the City of Lindsay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	March 24, 2020
MOTION	Watson
2 nd MOTION	Sanchez
AYES	Watson, Sanchez, Flores, Cortes, Kimball
ABSENT	None
ABSTAIN	None
NAYS	None

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.


Juana Espinoza, Deputy City Clerk


Pamela Kimball, Mayor



STAFF MEMO

TO: Lindsay City Council
FROM: Michael Camarena, Director of City Services and Planning
ITEM NO.: 10.1
DATE: January 26, 2021

ACTION

Approval of Professional Services Agreement with Local Government Commission for the West Hermosa Street Corridor and Neighborhood Enhancement Plan

RECOMMENDATION

Approval of Professional Services Agreement with Local Government Commission for the West Hermosa Street Corridor and Neighborhood Enhancement Plan

BACKGROUND | ANALYSIS

California Department of Transportation (Caltrans) Local Assistance administers grant funds for local agencies. The City was successful in our application for a Caltrans Sustainable Transportation Planning Grant with the specific West Hermosa Street Corridor and Neighborhood Enhancement Project. The application identified Local Government Commission as a sub recipient.

The City of Lindsay is the proposal applicant and will be the grant recipient. The City will partner with the Local Government Commission (LGC), a 501(c)(3) non-profit organization. LGC is included as a sub-applicant on the grant proposal to assist with managing the project, outreach and education, the community engagement process and plan development.

The City will select a technical consultant team through a competitive bid process to produce the plan. The selected consultant will have expertise in multimodal transportation planning, traffic engineering, and landscape architecture and urban design.

The roles and responsibilities of the City and consultant team are detailed below.

City of Lindsay. The City is the lead applicant for the project. The City will be the grant recipient, execute the Restricted Grant Agreement with Caltrans, and execute agreements with the sub-applicants. The City, with support from LGC, will conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning, traffic engineering, and land use and urban design expertise. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community workshops, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff



STAFF MEMO

will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

The Local Government Commission (LGC). LGC will assist with project management and coordination of the RFP process for consultant selection. LGC will organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including meetings, workshops, walk audits and bicycle audits. LGC staff has extensive experience in public engagement in planning processes, multimodal transportation planning and community design. Since 2001, LGC staff has worked on over 70 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

ALTERNATIVES

- Approval of Professional Services Agreement with Local Government Commission for the West Hermosa Street Corridor and Neighborhood Enhancement Plan.
- Do not approve Professional Services Agreement with Local Government Commission for the West Hermosa Street Corridor and Neighborhood Enhancement Plan.
- Direct staff to take some other action.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The West Hermosa Street Corridor and Neighborhood Enhancement Plan is grant funded and will investigate multimodal travel opportunities. Benefits are expected to be increased safety for all users of the Hermosa Street corridor.

The budget for the work proposed by LGC is \$62,706. Total grant award is \$204,058 with an in-kind match of \$26,438 for a total project value of \$230,496. The project grant has an expiration date of February 28, 2023.

ENVIRONMENTAL REVIEW

- Not required by CEQA. The proposed addition is exempt from the California Environmental Quality Act according to Section §15060(c)(2) and §15061(b)(3) of the CEQA Guidelines
IF required by CEQA:



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POLICY ISSUES

- No policy issues
Policy issues:

PUBLIC OUTREACH

- Posted in this agenda
Additional public outreach:

ATTACHMENTS

- Professional Services Agreement with Local Government Commission for the West Hermosa Street Corridor and Neighborhood Enhancement Plan.
- Exhibit 1, Scope of Work.
- Exhibit 2, Fee Schedule.

AGREEMENT FOR PROFESSIONAL SERVICES FOR WEST HERMOSA STREET CORRIDOR AND NEIGHBORHOOD PLAN

This Agreement for Professional Services (“Agreement”) is made and entered into this 26th day of January, 2021, by and between the City of Lindsay, a Municipal Corporation (“City”), and Local Government Commission (“Provider”).

RECITALS

A. Provider represents to City that they are specially trained, experienced, licensed, and competent to perform the services which will be required by this Agreement; and

B. Provider represents to City that they possess the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Provider to render the services as set forth in this Agreement, as Exhibit 1.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Retention of Provider.** Subject to the terms and conditions set forth herein, City retains Provider to perform the services identified in this Agreement, as an independent contractor and Provider hereby accepts this independent contractor appointment.

2. **Scope of Services.** The Provider shall perform professional services, in accordance with all the provisions of this Agreement. The Scope of Work is attached hereto as Exhibit 1. Provider shall correct any and all errors and/or omissions, which arise out of Provider’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Provider shall make such corrections upon City’s request and at no cost or expense to City.

3. **Time of Performance.** This agreement shall remain in effect until February 28, 2023. Contract time of completion for individual projects will be agreed upon before assignment of each project to Provider. Services designated in the scope of work shall be completed on agreed date unless prior written approval for a time extension has been granted by the City.

4. **Compensation.** Compensation to be paid to Provider shall be in accordance with the fee schedule, Exhibit 2, which may be subject to the Prevailing Wage Requirements which are available at the office of the City Services Director. An estimate for cost of services for each project shall be submitted to the City Services Director before commencement of work. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. An increase in the fee schedule will be allowed at the beginning of year three of this agreement and when the Prevailing Wage for services included in this agreement increases by the same amount approved for increase by the Department of Industrial Relations.

5. **Method of Payment.** Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Provider no later than 60 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not include in the Scope of Work. Extra work will be performed on an hourly basis under the Provider's most current hourly fee schedule. Provider shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Provider. Upon termination, Provider shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Provider in order to reimburse City for any losses, damages or expenses caused by Provider's default under this Agreement.

8. **Equal Opportunity Employment.** Provider represents that it is an equal opportunity employer, and it shall not discriminate against any sub provider, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Provider shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Provider by City.

9. **Insurance Requirements.**

a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **General Liability Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. Professional Liability Coverage. Contractor will maintain Professional Liability coverage with limits no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

If Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Provider.

Provider's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage.

Provider may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Provider shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Provider to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the GLC and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations; products used by Provider; or automobiles owned, leased, hired or borrowed by Provider. General liability coverage can be provided in the form of an endorsement to Provider's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

ii. For any claims related to this contract, Provider's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Provider's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Provider hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Provider may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Provider agrees to obtain endorsements necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **Indemnification.** To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Provider's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Providers responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Provider maintains additional coverage or higher limits than those required herein, then City shall be entitled to additional coverage or higher limits maintained by Provider.

11. **Independent Contractor Status.** It is understood and agreed that Provider, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Provider shall obtain no retirement benefits or other benefits which accrue to City's employees and Provider hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Provider.

12. **Provider's Books and Records.**
a. Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for

services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Provider under this Agreement.

b. Provider shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Provider's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Provider, Provider's representatives, or Provider's successor-in-interest.

13. **Professional Ability of Provider.** City has relied upon Provider's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Provider shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be [NAME] who shall not be replaced without the written consent of the City. All work performed by Provider under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Provider's field of expertise working in Tulare County.

14. **Compliance with Laws.** Provider shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the Agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Provider shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

15. **Licenses.** Provider represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider shall maintain a City of Tulare business license.

16. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably

withheld. Provider shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and sub Provider; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Provider of any of its obligations and responsibilities under this Agreement.

17. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Tulare, State of California for any proceeding arising hereunder.

18. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

19. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

21. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California. Any action to enforce this Agreement is to be brought in Tulare County, California.

22. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. **Authority to Enter Agreement.** Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

25. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY:

City of Lindsay
Joseph Tanner
City Manager
P.O. Box 369
Lindsay, CA 93247
(559)562-7102
jtanner@lindsay.ca.us

PROVIDER:

Lare Bloodworth
Director of Finance
Local Government Commission
980 9th Street, Suite 1700
Sacramento, CA 95814
(916) 448-1198
lbloodworth@lgc.org
Fax (916) 448-8246

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF LINDSAY, a Municipal Corporation

By: _____
Joseph Tanner, City Manager

LOCAL GOVERNMENT COMMISSION

By: _____
Lare Bloodworth, Director of Finance

ATTEST:

Mayra Espinosa-Martinez, City Clerk

EXHIBIT 1. Scope of Work

West Hermosa Street Corridor and Neighborhood Enhancement Plan

NOTE: In person gatherings and activities described below may require modification in response to official guidance to slow the spread of the Coronavirus (COVID-19), such as conversion to virtual on-line meeting, outreach and engagement platforms and formats.

RESPONSIBLE PARTIES

The City of Lindsay is the proposal applicant and will be the grant recipient. The City will partner with the Local Government Commission (LGC), a 501(c)(3) non-profit organization. LGC is included as a sub-applicant on the grant proposal to assist with managing the project, outreach and education, the community engagement process and plan development.

The City will select a technical consultant team through a competitive bid process to produce the plan. The selected consultant will have expertise in multimodal transportation planning, traffic engineering, and landscape architecture and urban design.

The roles and responsibilities of the City and consultant team are detailed below.

City of Lindsay. The City is the lead applicant for the project. The City will be the grant recipient, execute the Restricted Grant Agreement with Caltrans, and execute agreements with the sub-applicants. The City, with support from LGC, will conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning, traffic engineering, and land use and urban design expertise. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community workshops, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

The Local Government Commission (LGC). LGC will assist with project management and coordination of the RFP process for consultant selection. LGC will organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including meetings, workshops, walk audits and bicycle audits. LGC staff has extensive experience in public engagement in planning processes, multimodal

transportation planning and community design. Since 2001, LGC staff has worked on over 70 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Consultant. The selected consultant (or team of consultants) will analyze and document the study area baseline conditions, will actively engage in the public process, develop design concepts and recommendations that respond to input from the community and implementing and overseeing agencies, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall framework plan for multimodal safety, access, connectivity and streetscape improvements for the West Hermosa corridor and connecting streets that are consistent with desired community character.
- Conceptual designs for streets, public spaces and development opportunity sites to support walking, bicycling, and access to transit, schools, parks and affordable housing.
- Implementation strategy that identifies both short and long term infrastructure improvements, potential funding opportunities, and steps for instituting policy and regulatory changes.

OVERALL PROJECT OBJECTIVES:

The project and resulting products will address a variety of community sustainability and livability objectives, including:

- Engage residents, especially those who don't typically participate in City decision-making and planning processes.
- Identify obstacles that make it unsafe or uncomfortable for pedestrians, cyclists, transit users and motorists to access neighborhoods, shopping and employment centers and Downtown Lindsay.
- Recommend improvements to provide a complete and coherent network for bicyclists, pedestrians and users of transit.
- Recommend locations and engineering treatments to moderate traffic speed and improve pedestrian crossings.
- Reduce the need for car trips to reach destinations in Lindsay.

- Increase mobility options for those who choose or depend on active transportation modes of travel.
- Increase transit access and ridership through first and last mile improvements to transit on the corridor.
- Increase bicycle commuting through improved bikeway connections and access.

1. Project Planning and Coordination

The City will initiate the project, assemble the project team, and establish a schedule and process for project management meetings and updates to District 6 staff.

Task 1.1: Kickoff Meeting with Caltrans

The City will conduct an initiation meeting with Caltrans District 6 staff to discuss grant procedures and project expectations, including invoicing, quarterly progress reports, and other relevant project information. LGC will participate in the meeting.

- **Responsible Party:** City of Lindsay

Task 1.2: Assemble Project Management Team

The City will designate a staff member for project oversight and operations. The City will execute an agreement with the sub-applicant on this grant, Local Government Commission (LGC). LGC will aid the City in conducting a competitive bid RFP process for the consultant team, facilitate the community engagement process, and assist the City with project planning and coordination.

- **Responsible Party:** City and LGC

Task 1.3: Procure Consultant

The City, with support from LGC, will prepare a request for proposals to select a consultant (or team of consultants) with the necessary expertise and experience in public participatory process, multimodal transportation planning, traffic engineering, landscape architecture and urban design to develop the plan. The RFP will follow City standards and the proper procurement procedures established by Caltrans for these projects.

- **Responsible Party:** City and LGC

Task 1.4: Project Team Kick-off Meeting

An in-person project kick-off meeting will be held in Lindsay with City staff, LGC and the selected consultant to discuss the goals of the project and role of each entity.

Administrative items will be discussed such as communication protocol, access of information and technical data, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. Following the meeting the group will

tour the study area. A summary of the meeting will be provided with key action items identified.

- **Responsible Party:** City and LGC

Task 1.5: Project Team Meetings

Monthly project management status meetings (and more frequent meetings during high intensity activity phases) with City staff, LGC and consultant team members will be held to ensure regular and consistent communication and determine course adjustments as needed for orderly progress on upcoming tasks. Caltrans District 6 staff will be invited to participate. The City and LGC will be available for periodic grant progress check in meetings with District staff as the Caltrans grant manger deems appropriate. LGC will facilitate team meetings.

- **Responsible Party:** City and LGC

Task	Deliverable
1.1	<i>Meeting notes</i>
1.2	<i>Copy of signed agreement</i>
1.3	<i>Copy of RFP, Consultant contract</i>
1.4	<i>Meeting notes</i>
1.5	<i>Meeting notes</i>

2. Community Outreach

The City and LGC will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials.

Task 2.1: Develop Community Engagement Plan

LGC, with input from the City, will prepare an outreach plan to inform residents, corridor businesses and other stakeholders about the project and upcoming community events. The plan will include a schedule with timing for release, distribution and placement of publicity items, and comprehensive stakeholder outreach list to maximize participation and positive input at community events.

- **Responsible Party:** LGC

Task 2.2: Convene and Conduct Advisory Group Meetings

LGC, with support from the City, will convene an advisory group of approximately 12 participants for project guidance and meet at least three times in person during the course of the project. Participants will include representatives from local and regional agencies (Tulare County Area Transit, Tulare County Association of Governments, etc.), Caltrans, Jefferson Elementary

School and Lindsay School District, Chamber of Commerce, and local community-based organizations that reflect Lindsay demographics and perspectives, such as Lindsay Kiwanis and Foothill Rotary clubs, Orange Blossom Committee and El Quinto Sol. The advisory group will identify additional stakeholders to engage, important sensitivities to consider, and pertinent background information regarding the conditions, history, and needs of the community. Caltrans staff will identify and advise on technical considerations regarding Highway 65. The advisory group will determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other initiatives impacting the community.

- **General Timeline of Advisory Group Meetings:**

- The first meeting is anticipated approximately 3 months prior to major public events described in subsequent tasks below. Topics will include: key issues to address, problem areas to study, locations with the greatest safety and access challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on review of existing conditions prepared by the consultant team and outreach and planning for the events.
- The third meeting is anticipated approximately 2 to 3 months following the community engagement events. This meeting will serve to discuss the content of the draft plan and to review proposed concepts developed with community input.

- **Responsible Party:** LGC

Task 2.3: Develop and Disseminate Outreach Materials

LGC will work closely with the City to conduct publicity and outreach for the project. Materials will be produced in English and Spanish to inform all segments of the community about the planning process and how they may participate in developing the plan. Steps include:

- *Produce Materials.* LGC will produce flyers and posters in English and Spanish publicizing events for community-wide distribution.
- *Disseminate Materials.* Materials will be posted in prominent locations and distributed in person. Advisory group participants will distribute materials, announcements and information through meetings, word of mouth and other outreach channels to their networks. Jefferson Elementary School will be asked to send flyers home with students. Community members will be asked to distribute flyers at local events and through other channels identified by the advisory group. The project partners will work on setting up traffic message boards or banners and signs announcing events.
- *Outreach to Media.* Announcements and press releases will be distributed to local media. The City will host a project web page and use its social media, newsletters and

other outreach channels to encourage public participation.

- **Responsible Party:** LGC and City

Task	Deliverable
2.1	<i>Engagement plan document</i>
2.2	<i>List of advisory group participants and meeting notes</i>
2.3	<i>Copies of outreach materials and distribution summary</i>

3. Data Collection/Opportunities and Constraints Analysis

The consultant will collect, organize and summarize policy, infrastructure, demographic and community data to establish a baseline for development of the plan.

Task 3.1: Collect Data on Existing Conditions

The consultant will work with the City and other sources to collect, organize and review available information on existing conditions for the West Hermosa Street corridor study area.

- *Traffic and Infrastructure Data.* The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists. The consultant will conduct vehicle, pedestrian and bicycle counts at target locations as deemed necessary. The consultant will also collect and summarize existing projects and planned improvements and development for the corridor, such as the planned future transit center located in the study area near the intersection of West Hermosa Street and North Mount Vernon Avenue.
- *Policy and Regulatory Documents.* The consultant will collect and summarize relevant City street design, zoning and development standards. The consultant will also review relevant studies and policy documents, such as the TCAG Regional Transportation Plan and Sustainable Communities Strategy, TCAG Regional Active Transportation Plan, and planning for the future operational improvements and realignment of Highway 65.
- *Identify Multimodal Needs.* The consultant will identify existing and planned transit routes, ridership data, pedestrian facilities and bicycle routes and use available models to project future traffic volumes and requirements on West Hermosa Street.
 - **Responsible Party:** Consultant

Task 3.2: Prepare Base Maps

The consultant will collect available GIS and CAD data, and aerial imagery from the City and other agencies and prepare aerial and base maps for design and analysis work, and produce maps that can be easily understood by the public for use at meetings and the public events.

- **Responsible Party:** Consultant

Task 3.3: Existing Conditions Report

The consultant will analyze the data collected and provide an existing conditions report that can be used to assess constraints and opportunities during exploration of proposed improvements and design solutions. The report will also help form a chapter of the final plan document. The LGC will provide comments on the report.

- **Responsible Party:** Consultant

Task	Deliverable
<i>3.1</i>	<i>List of documents collected and reviewed</i>
<i>3.2</i>	<i>Digital and plotted base maps</i>
<i>3.3</i>	<i>Report summarizing existing conditions, constraints and opportunities</i>

4. Community Engagement/Design Development

The community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the final plan so that it reflects and advances the community’s vision for the future. The project team and consultant will engage residents and stakeholders in an intensive and highly participatory public process to assess and document conditions for all travel modes (walking, bicycling, transit, and driving) and users (youth, seniors, people with disabilities, residents, diverse groups, visitors, and businesses), identify shared values and concerns, and identify and prioritize enhancements.

A multiday public design charrette is the centerpiece of this community-based planning project. It will take place over four days, bringing together residents and stakeholders to shape development of the plan under Task 5. The charrette will include a variety of different activities designed to engage stakeholders in multiple ways in a concentrated period of time. The purpose of the charrette will be to work with community members to identify barriers to walking, bicycling and transit on the corridor and to develop ideas for solutions. LGC will work closely with the City to organize and facilitate the events with the consultant team working along-side throughout, listening and translating the input into design concepts and improvements to include in the plan.

Task 4.1: Plan and Coordinate Event Logistics

LGC, in coordination with the City, advisory group and consultant, will develop the detailed agenda for charrette events and activities. The City and LGC, with help from the advisory group and co-sponsors will arrange facilities and food (in accord with grant guidelines for

eligible snack and refreshment expenses), and other supporting promotional and celebratory community engagement activities.

- **Responsible Party:** LGC

Task 4.2: Pop-Up Events

The City and advisory group members, with assistance from LGC, will seek opportunities for pop-up tables or announcements at meetings and events to disseminate information about the project and hear directly from residents about their concerns regarding walking and bicycling on the corridor. Pop-up events will be held at locations where residents gather including community centers, festivals, farmer's markets, schools, shopping centers and other events and locations recommended by the advisory group. Pop-up events will provide an opportunity to reach out to residents that might not typically come to a workshop and to help identify residents that are interested in active transportation who can be invited to the community design charrette and other future events.

- **Responsible Party:** City and LGC

Task 4.3: Multi-day Charrette (4 days)

LGC and the consultant will conduct a community design charrette over the course of 4 days at the Lindsay Wellness Center, a popular and accessible location that is regularly used for public events. The conceptual schedule of activities includes:

1. Kick-off community workshop in the evening to ensure as broad of participation as possible. The workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which participants break into small groups around large aerial maps to identify problems and ideas for solutions.
2. Facilitated walking or bicycling assessment of the corridor study area.
3. Focus meetings with stakeholder groups representing population segments identified by the advisory group.
4. Consultant and project team members working daily in intense production on-site to develop initial recommendations, designs and illustrative graphics, with opportunities for impromptu meetings and drop in visits.
5. Afternoon or evening open studio hours to enabling visitors to view work in progress and interact with project team members.
6. Review of concepts with the City and Caltrans District 6 staff.
7. Closing workshop presentation of draft recommendations to the community for feedback, comments and guidance.

- **Responsible Party:** LGC and Consultant

Task	Deliverable
4.1	<i>Charrette schedule and agendas</i>
4.2	<i>List of pop up locations, summary of input received</i>
4.3	<i>2 workshops, walk/bike audits, technical and stakeholder meetings, design development, digital presentation with recommendations and preliminary design concepts, participant lists</i>

5. Plan Development

The final deliverable will be a plan that will guide the City as it moves to implement projects that improve conditions for walking, bicycling and transit in and around the West Hermosa Street corridor. The plan will include documentation of the community engagement process and outcomes. It will include detailed recommendations for streets, sidewalks, intersections and crosswalks. It will also include concepts to help guide future development as underutilized areas in various locations along the corridor continue to evolve. The plan will be graphically illustrated with maps and drawings, including sections, plan views, and detailed recommendations for public infrastructure and private development improvements, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects.

Task 5.1: Develop/Refine Design Alternatives

The consultant will refine and complete products from the charrette. Within two months following the charrette, the consultant and LGC will review the public input, recommendations and plan concepts with City, Caltrans staff and the advisory group. Feedback will guide development of final designs.

- **Responsible Party:** Consultant and LGC

Task 5.2: Develop Implementation Plan

The consultant, working closely with the City, will prepare an implementation strategy that identifies policy and regulatory changes and improvement projects, phasing/timing, cost estimates, and available funding sources. The plan will also identify steps for securing additional funds necessary for implementation.

- **Responsible Party:** Consultant

Task 5.3 Prepare and Distribute Draft Plan

The consultant will prepare an administrative draft plan for review by the City and Caltrans staff and the advisory group. The plan will include documentation of existing conditions, constraints and opportunities, and the public process, a series of maps illustrating a recommended network of routes along with conceptual drawings of proposed

enhancements for streets and cross sections. The plan will identify next steps and funding resources for project implementation. City staff will collect, review, and provide a comprehensive set of comments to the consultant for one round of revisions.

- **Responsible Party:** Consultant

Task 5.4: Workshop on Draft Plan

The City will make the revised draft plan available for public review and comment. LGC will organize an evening workshop to give community members another opportunity to provide input and review the recommendations in the draft plan. The consultant will make revisions to the draft plan based upon comments and feedback received.

- **Responsible Party:** LGC and Consultant

Task 5.5: Prepare Final Plan and Present to Council

The consultant will incorporate public comments received into the draft plan and will finalize the document. The consultant and LGC will present the plan at a City Council Meeting for stand-alone adoption and/or amendment to other policy and regulatory documents and incorporation into work programs.

- **Responsible Party:** Consultant

Task 5.6: Plan Submission

The consultant will deliver the final plan to the City. The City will submit four hard copies and four electronic copies of the final document to Caltrans, and credit Caltrans for its financial contribution on the cover of the report.

- **Responsible parties:** Consultant and City

Task	Deliverable
5.1	<i>Proposed final designs</i>
5.2	<i>Draft implementation plan</i>
5.3	<i>Draft plan</i>
5.4	<i>Digital presentation, participant list, feedback received</i>
5.5	<i>Digital presentation, Council actions</i>
5.6	<i>Final plan (digital and bound copies)</i>

6. Project Administration

Grant administration — including contracting, submission of progress reports, invoicing and provision of documentation as required by Caltrans — will be managed by the City of Lindsay with support from LGC.

Task 6.1: Reporting

The City will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary of project progress and grant/local match expenditures. LGC will help prepare any necessary documentation for quarterly project reports.

- **Responsible Party:** City

Task 6.2: Invoicing

The City will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly). LGC will submit invoices to include in the invoice package to Caltrans.

- **Responsible Party:** City

Task	Deliverable
6.1	<i>Quarterly reports</i>
6.2	<i>Invoices and documentation as required by Caltrans</i>

EXHIBIT B. Fee Schedule

Exhibit 2 - Fee Schedule				
All compensation will be billed on a time and materials basis up to a budget maximum of \$62,706.				
TOTAL BUDGET SUMMARY		LOCAL GOVERNMENT COMMISSION		
		Ttl Labor	Total Direct costs	TOTAL
Task 1	Project Planning and Coordination			
Task 1.1	Kick Off Meeting with Caltrans	\$166	\$0	\$166
Task 1.2	Assemble Project Management Team	\$1,326	\$0	\$1,326
Task 1.3	Procure Consultant	\$5,800	\$0	\$5,800
Task 1.4	Project Team Kick-off Meeting	\$2,816	\$420	\$3,236
Task 1.5	Project Team Meetings	\$3,730	\$0	\$3,730
	TOTAL	\$13,837	\$420	\$14,257
Task 2	Community Outreach			
Task 2.1	Develop Community Engagement Plan	\$2,636	\$0	\$2,636
Task 2.2	Convene and Conduct Advisory Group Meetings	\$6,280	\$1,040	\$7,320
Task 2.3	Develop and Disseminate Outreach Materials	\$3,678	\$1,000	\$4,678
	TOTAL	\$12,594	\$2,040	\$14,634
Task 3	Data Collection/Opportunities and Constraints Analysis			
Task 3.1	Collect Data on Existing Conditions	\$414	\$0	\$414
Task 3.2	Prepare Base Maps	\$414	\$0	\$414
Task 3.3	Existing Conditions Report	\$828	\$0	\$828
	TOTAL	\$1,656	\$0	\$1,656
Task 4	Community Engagement/Design Development			
Task 4.1	Plan and Coordinate Event Logistics	\$2,968	\$0	\$2,968
Task 4.2	Pop-Up Events	\$4,792	\$700	\$5,492
Task 4.3	Multiday Charrette	\$9,930	\$2,450	\$12,380
	TOTAL	\$17,689	\$3,150	\$20,839
Task 5	Plan Development			
Task 5.1	Develop/Refine Design Alternatives	\$1,160	\$0	\$1,160
Task 5.2	Develop Implementation Plan	\$1,160	\$0	\$1,160
Task 5.3	Prepare and Distribute Draft Plan	\$1,824	\$0	\$1,824
Task 5.4	Workshop on Draft Plan	\$2,816	\$310	\$3,126
Task 5.5	Prepare Final Plan and Present to Council	\$420	\$310	\$730
Task 5.6	Plan Submission	\$0	\$0	\$0
	TOTAL	\$7,380	\$620	\$8,000
Task 6	Project Administration			
Task 6.1	Reporting	\$1,660	\$0	\$1,660
Task 6.2	Invoicing	\$1,660	\$0	\$1,660
	TOTAL	\$3,320	\$0	\$3,320
	GRAND TOTAL	\$56,476	\$6,230	\$62,706

LGC Personnel

The following hourly rates shall be charged for Local Government Commission personnel classifications as indicated below. All employees time spent in connection with the project will be included.

Community Design Specialist	\$142.00
Community Design Program Director	\$124.00
Project Manager	\$83.00
Coordinator	\$60.00
Assistant	\$52.00

Reimbursable Expenses

Copies of all receipts are required for all reimbursable expenses. All miscellaneous expenses incurred in connection with the Project will be billed at the invoice cost. These expenses typically include mileage, postage/delivery, facility rental fees, workshop refreshments, printing and travel expenses. Receipts are required for expenses submitted for reimbursement. Travel expenses will be paid only to the maximum of the California State rates as indicated in the California Department of Transportation Travel Guide (<https://dot.ca.gov/programs/accounting/travel-guide>).



STAFF MEMO

TO: Lindsay City Council
FROM: Michael Camarena, Director of City Services and Planning
ITEM NO.: 10.2
DATE: January 26, 2021

ACTION

Approval of Agreement for Professional Landscape Architect Design Services for Olive Bowl/Kaku Park Renovation-Expansion Project with Moore, Iacofano, Goltsman, Inc. (MIG, Inc.)

RECOMMENDATION

Staff respectfully recommends that Council Award Agreement for Professional Landscape Architect Design Services for Olive Bowl/Kaku Park Renovation-Expansion Project to Moore, Iacofano, Goltsman, Inc. (MIG, Inc.)

BACKGROUND | ANALYSIS

State of California Parks Program Project Number: XS-54-024
Project Name: City of Lindsay Olive Bowl/Kaku Park Revitalization Project
Agency: City of Lindsay

Lindsay was notified of award of \$3.67MM February 2020. Since then, priorities of operations and essential services delivery have shifted to address COVID concerns as well as employee safety. City staff is still managing day to day operations as well as moving forward with large projects.

The notification received with the award for this project identified June 30, 2022 as a delivery deadline for the project. On July 3, 2020, staff received notice that the initial project deadline has been extended to June 30, 2024.

To recap the goal of the project:

This project will expand and Renovate Olive Bowl/Kaku Park. Construct a new playground, four softball/baseball fields, two picnic areas, two shade shelters, a walking path through the park, restroom/concession building, six security cameras, parking lot, and landscaping and lighting throughout park.

Through community-based planning meetings, youth, seniors, and families selected these features. Additional design ideas from residents to be included in the project are:

Four Baseball fields that have a simple design and meet both baseball and softball standards; playground that caters to children of all abilities with more traditional



STAFF MEMO

features but with modern climbing and special needs accommodations; a bathroom/concession building with family rooms; walking paths with drought tolerant plants and mileage trackers; shade structures and sails so the park can be used during the heat of the summer months including the playground and ball field bleachers; two picnic areas with grills and long tables with benches; parking lot with marked parking, security cameras, landscaping, and lighting throughout the park.

The project will include these sustainable techniques; Stormwater capture through impervious services and bioswales for water infiltration. Installing of a water efficient irrigation system that integrates rain/freeze sensors, soil moisture meters, and high efficiency spray nozzles for irrigation. All site furnishings and equipment, such as benches, trash receptacles, baseball backstops shall have a minimum of 10% recycled content. Any hydro seeding of turf/grass shall use recycled newsprint as the mulching agent for the turf/grass. All non-turf/grass areas landscaped with drought tolerant native plants and/or seventy-five carbon-sequestering shade trees that require less water and minimal use of pesticides and inorganic fertilizers. Recreational areas shall utilize warm-season turf/grass varieties that have a water use factor of 0.6 or less per the California State WUCOLS. The project specifications will outline that specific materials, such as concrete, asphalt, baserock, turf, landscape components, and other building construction materials (10% of total project materials), will have been extracted, harvested, or recovered, or manufactured within 180 miles of the project site. The City will work with lighting engineers to ensure the park lighting incorporates the latest technology and techniques available to reduce night light pollution and sky glare; included in this will be the use of light shields and the proper placement and angling of park lighting. Hardscape surfaces shaded by trees or overhead structures with covering vines to reduce heat island effects. Energy saving Drinking fountains to facilitate clean, safe, and reliable drinking water.

In July 2020, Council authorized staff to prepare and release Request for Qualifications/Request for Proposals (RFQ/RFP) for Professional Landscape Architect Services for this project. All of the above items were identified as the scope of work for the proposals as well as the concept design that was approved by community member and City Council. The RFQ/RFP identified that proposals would be scored as to the consultant's abilities to perform the work. Qualifications were based on criteria as follows:

1. Capacity to complete the project.
2. Qualifications of the project team.
3. Project manager experience of the team.
4. Approach of the consultant to our project.
5. Location of the Consultants office.



STAFF MEMO

An evaluation committee (City Manager, City Services Director, City Engineer and Planning Consultant) reviewed the submitted RFQ's based on the above criteria of the proposal only. The top 3 scored consultant's references were then contacted, and the combined scoring of the proposals and references were tallied. The cost proposal of the top-rated consultant was then opened and compared with the projected budget for the design work.

There was a total of 5 proposals submitted. The top scored proposal was Moore, Iacofano, Goltsman, Inc. (MIG, Inc.) located in Fullerton, Ca. The cost proposal submitted is \$235,580.

The cost estimate developed for the project application identified \$246,372 available to "Preconstruction Costs".

ALTERNATIVES

- Approve Agreement for Professional Landscape Architect Design Services for Olive Bowl/Kaku Park Renovation-Expansion Project to Moore, Iacofano, Goltsman, Inc. (MIG, Inc.).
- Do not approve Agreement for Professional Landscape Architect Design Services for Olive Bowl/Kaku Park Renovation-Expansion Project to Moore, Iacofano, Goltsman, Inc. (MIG, Inc.).
- Direct staff to take some other action.

BENEFIT TO OR IMPACT ON CITY RESOURCES

Significant benefit in awarding contract is step one in delivering the Kaku Park-Olive Bowl Renovation-Expansion Project.

ENVIRONMENTAL REVIEW

- X** Not required by CEQA. The proposed addition is exempt from the California Environmental Quality Act according to Section §15060(c)(2) and §15061(b)(3) of the CEQA Guidelines
IF required by CEQA:



STAFF MEMO

POLICY ISSUES

- No policy issues
Policy issues:

PUBLIC OUTREACH

- Posted in this agenda
Additional public outreach:

ATTACHMENTS

- Contract for Landscape Architect Design Services
- MIG Professional Fee Proposal
- Kaku Park-Olive Bowl Concept Layout

Attachment D
CONTRACT FOR LANDSCAPE ARCHITECT DESIGN SERVICES FOR
OLIVE BOWL/KAKU PARK RENOVATION-EXPANSION PROJECT

THIS CONTRACT is made and entered into as of January 26, 2021, by and between the **City of Lindsay**, hereinafter referred to as the “City” and **Moore, Iacofano, Goltsman, Inc. (MIG, Inc.)**, hereinafter referred to as the “Consultant”.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

First. Contract Documents. The complete Contract includes all of the contract documents, to-wit:

(a) Landscape Architect Design Services of Olive Bowl/Kaku Park Renovation-Expansion Project RFQ/RFP Document; (b) Proposal; (c) Contract; (d) Duly issued Addenda and all modifications incorporated in the foregoing documents before execution of the Contract Agreement.

The foregoing contract documents are hereby incorporated by reference and shall be deemed and considered as forming a part of this Contract Agreement as fully and to the same extent as if it were copied at length herein.

Second. The Work. The Consultant agrees to furnish all tools, labor, materials, equipment, transportation, services and supplies necessary to perform and complete the project designated as **Landscape Architect Design Services for Olive Bowl/Kaku Park Renovation-Expansion Project** in strict conformity with and in exact accordance with the RFQ/RFP and proposal and all other Contract Documents referred to above.

Third. Payment. The City agrees to pay and the Consultant agrees to **Two Hundred Forty-Six Thousand Five Hundred Eighty Dollars (\$246,580.00)** according to the Proposal at the time and manner set forth in this contract.

The foregoing shall be accepted by the Consultant as full and final compensation for work done under this contract.

Fourth. Commencement and Completion of the Project. The Consultant agrees to begin and complete the work within the time specified in the submittal. Time is of the essence in completing the project.

Fifth. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared,

developed or discovered by Consultant in the course of providing the services pursuant to this contract shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this contract, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

Sixth. Compliance with Applicable Laws; Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this contract. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this contract. Neither City, nor any elected or appointed boards, officers, officials, employees, or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

Seventh. Insurance. The Consultant agrees to shall maintain the following insurance and shall provide proof that all liability and insurance required, by the consultant and/or subconsultant as identified below are in place and approved by the City:

<u>Workers' Compensation</u>	<u>As required by law</u>
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
Excess/Umbrella	\$1,000,000 per occurrence
	\$1,000,000 aggregate
Automobile	\$1,000,000 each accident (bodily injury)
	\$1,000,000 per accident (property)

Eighth. General Prevailing Rate of Per Diem Wages. Any contract entered into pursuant to this notice will incorporate the provisions of the U.S. Department of Labor Code and the State of CA Department of Industrial Relations with the prevailing rates of wages and apprenticeship employment standards established by both agencies, where applicable.

Ninth. Compliance with Other Provisions of Law Relative to Public Contract. The City is a public agency in the State of California and is subject to the provisions of the Government Code, The Public Contract Code and the Labor Code of that State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by the Consultant where applicable. These include, but are not limited to, the stipulation that eight hours' labor constitutes a legal day's work and the Contractor will, as a penalty to the City, forfeit twenty-five (\$25.00) for each workman employed in the execution of the Contract by the Contractor or any subcontractor for each calendar

day during which such workman is required or permitted to work more than eight hours in violation of the provisions of Article Three, Chapter One, Part Seven, Division 2 of the California Labor Code, except as permitted by law.

Tenth. Left blank.

Eleventh. Left blank.

Twelfth. Termination or Modification of Contract. Environmental Reasons. City may terminate, amend or modify the contract for environmental considerations. In the event of such termination, modification or amendment, the notification to the Consultant thereof will include a statement of the compensation payable, if any, by reason of such termination, modification or amendment. Any claims filed by the Consultant shall be in sufficient detail to enable the City to ascertain the basis and amount of said claims. The City will consider and determine the Consultant's claim and it will be the responsibility of the Consultant to furnish, within a reasonable time, such further information and details as may be required by the City to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient cause for denying the claims.

Upon final determination of any claim, the City shall then make and issue its final estimate in writing and within forty (40) days thereafter the City will pay the entire sum found due thereon, if any.

Thirteenth. Integration Clause. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the project to be performed under this Contract, exist between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Consultant on the date set before the name of each.

CITY OF LINDSAY

By: _____
Ramona Caudillo, Mayor

(City Seal)
Attest:

Mayra Espinoza-Martinez, City Clerk
City of Lindsay

MIG, Inc., Consultant

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

Authorized Signatures for Corporate Consultants

The undersigned certifies that they are authorized to execute documents on behalf of the corporation:

President

Date

Secretary

Date

Treasurer

Date

(Corporate Seal)

**CONSULTANT’S/SUBCONSULTANT’S CERTIFICATION
CONCERNING STATE LABOR STANDARDS (WHERE APPLICABLE)**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. “I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

B. “It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week.”

Consultant/Subconsultant

By: _____

Typed Name and Title

CERTIFICATION OF NONSEGREGATED FACILITIES

The Consultant certifies that he does not nor will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed sub consultants for specific time periods) we will obtain identical certifications from proposed sub consultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed sub consultants (except where the proposed sub consultants have submitted identical certifications for specific time periods).

We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Company)

Signature

By: _____

Title

Professional Fee

The fee has been computed on the basis of the time required to complete a site review; collect research and data; refine preliminary conceptual plan with opinions of probable costs (OPC); prepare design development plans and finalize construction documents for public bid with OPC as described in our Scope of Services. As directed in the RFP, Construction Support Services will be on a time and materials basis at the request of the City.

Program Refinement/Design Development	\$79,795
Construction Documents.....	\$145,395
Bid Assistance	\$6,185
3% Sub-consultant Coordination	\$4,205
Total	\$235,580

Optional Services

<i>Stormwater Pollution and Prevention Plan</i>	\$5,145
<i>Preliminary and Final Stormwater Management Plan</i>	\$8,190

ADDITIONAL SERVICES

Additional services not identified or included within this proposal will be billed, at the City’s authorization, at the hourly rates indicated below.

MIG, Inc. - hourly fee schedule for additional services*

Principal-in-Charge.....	\$215/hour
Project Manager	\$185/hour
Irrigation Designer	\$165/hour
Deputy Project Manager	\$115/hour
Project Associate.....	\$105/hour
Administrative Support.....	\$95/hour

*These hourly rates will remain in effect through 2021.

MIG’s fees include all costs for transportation, telephone and faxes. Reproduction and delivery costs beyond what is outlined within the Scope of Services are not included in the Professional Fees and will be billed to the City of Lindsay at cost with pre-authorization.



ÁREA DE PICNIC
PICNIC AREA

JARDÍN INFANTIL GRANDE
LARGE PLAYGROUND

ÁREA DE PICNIC
PICNIC AREA

PARQUEO
PARKING

BAÑOS/
EDIFICIO DE
CONCESIÓN
RESTROOMS/
CONCESSION
BUILDINGS

CAMPO PEQUEÑO DE
SOFTBOL/BEISBOL
SMALL
SOFTBALL/
BASEBALL FIELD

CAMPO PEQUEÑO DE
SOFTBOL/BEISBOL
SMALL
SOFTBALL/
BASEBALL FIELD

CAMPO GRANDE DE
SOFTBOL/BEISBOL
LARGE
SOFTBALL/
BASEBALL FIELD

CAMPO GRANDE DE
SOFTBOL/BEISBOL
LARGE
SOFTBALL/
BASEBALL FIELD

CAMINO CON
MARCADORES DE MILLA
PATH WITH MILE MARKERS

REQUIRED EMERGENCY
FIRE ESCAPE
REGULATION

HONOLULU DR

SILVERCREST DR

LINDSAY, CA CONCEPT PLAN



- COMODIDADES - AMENITIES
- RECREACIÓN - ACTIVE REC
- NATURAL - NATURAL
- ESTRUCTURAS - STRUCTURES
- EXISTENTE - EXISTING
- COMPONENTES - FEATURES



STAFF MEMO

TO: Lindsay City Council
 FROM: Joseph Tanner, City Manager
 ITEM NO.: 11.1
 DATE: January 26, 2021

ACTION

Approval of **Resolution No. 21-01** Approving an Application for Funding and the Execution of a Grant Agreement from the 2020 State Community Development Block Grant Program – Coronavirus Response Round 2 & 3

RECOMMENDATION

1. The City proposes to apply for CDBG-CV-2 & 3 funds to provide a Subsistence Payment Program to income eligible households in need of rent/mortgage and/or utility assistance and Economic Development (Business Assistance) to income eligible business with to ability to meet job retention or creation requirements. A resolution is attached for your consideration, which approves submittal of a 2020 CDBG-CV 2 & 3 Program application for up to \$442,657.

2. Open the public hearing to accept comments on the City’s proposed submittal of an application in response to the 2020 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and to solicit citizen input.

3. Adopt Resolution No. 21-01 and thereby:

- a. Review and approve an application for up to \$442,657 under the NOFA for the following eligible activities:

Public Service – Substance Payments	\$442,657
General Administration (up to 13% of activity funds awarded)	_____
TOTAL:	\$442,657

- b. Determine that federal Citizen Participation requirements were met during the development of the application.
- c. Authorize and direct the City Manager, or designees, to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of the grant.
- d. If the application is approved, authorize the City Manager, or designees, to transfer or modify budget amounts and activities as necessary to fully expend CDBG Program funds and to execute loan documents, Funds Requests, and other required reporting forms.



STAFF MEMO

BACKGROUND | ANALYSIS

CDBG Program regulations require that the City conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in areas in which CDBG funds are used. Therefore, when the public hearing is opened, the public will be invited to comment on the City's proposed submittal of a 2020 CDBG Coronavirus Response Round 2 & 3 (CDBG-CV2&3) Grant application and to make their comments known on the proposed activities.

A public notice was published in the January 5, 2021 issue of the Porterville Recorder and posted in at regular locations throughout the City notifying the public of this public hearing.

Funds will be allocated to eligible jurisdictions to perform Activities related to COVID-19 response and recovery. The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation
- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19

CDBG-CV funds will be distributed through a simplified application via the Grants Network portal online grant management system and are available to non-entitlement jurisdictions. Awards will be announced as applications are approved for funding. Deadline for submittals vary based on activity type, with Public Service Applications being due February 12, 2021 and Economic Development Applications due March 5, 2021

Applicants can apply for a total of three (3) Activities, not to exceed the predefined allocation, of \$442,657 under rounds two and three of the NOFA. All activities funded under this NOFA will have a 24-month expenditure period. All Applicants must show a relationship between the need for services and COVID-19 impacts and will be required to complete documentation indicating no Duplication of benefits (DOB) at the time of application, as well as throughout the expenditure period.



STAFF MEMO

CDBG-CV 2 & 3 NOFA provides funding ONLY for the following activities: Assistance to businesses and microenterprises impact by COVID-19 stay-at-home orders and shut-downs, Public Service related to COVID-19 support, Facility improvements related to COVID-19 healthcare and homeless housing needs, Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19. Funds are provided as non-competitive and provided as an allocation to non-entitlement jurisdictions. The City of Lindsay's allocation under the CDBG-CV 2 & 3 NOFA is \$442,657 which included administrative funds.

ALTERNATIVES

- Approval of Resolution No. 21-01 approving an application for up to \$442,657 under the CDBG NOFA
- Do not approve Resolution No. 21-01
- Direct staff to take some other action.

BENEFIT TO OR IMPACT ON CITY RESOURCES

The cost for preparation of the CDBG application by Self-Help Enterprises is \$2,500.

ENVIRONMENTAL REVIEW

- Not required by CEQA. The proposed addition is exempt from the California Environmental Quality Act according to Section §15060(c)(2) and §15061(b)(3) of the CEQA Guidelines
IF required by CEQA:

POLICY ISSUES

- No policy issues
Policy issues:

PUBLIC OUTREACH

- Posted in this agenda
 Additional public outreach:
Public Hearing Notice posted in the Porterville Recorder.

ATTACHMENTS

- Resolution No. 21-01
- City of Lindsay Subrecipient Agreement
- City of Lindsay CDBG-CV Policies & Procedures Subsistence Payments Program



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

NUMBER 21-01

TITLE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE ROUND 2 & 3 (CDBG-CV2&3) NOFA DATED DECEMBER 18, 2020

MEETING At a regularly scheduled meeting of the City of Lindsay City Council held on January 26, 2021 at 6:00 PM at 251 E. Honolulu Street, Lindsay, CA 93247

THE CITY COUNCIL OF THE CITY OF LINDSAY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$442,657 for the following CDBG-CV 2 & 3 activities, pursuant to the December 2020 CDBG-CV 2 & 3NOFA:

Public Service - Subsistence Payments	\$442,657
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SECTION 2. The City hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG Coronavirus response activities described in Section 1.

SECTION 3. The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4. The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5. If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

RESOLUTION NO. 21-01
Page 1 of 2



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINDSAY

SECTION 6. If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED by the City Council of the City of Lindsay as follows:

MEETING DATE	January 26, 2021
MOTION	
SECOND MOTION	
AYES	
ABSENT	
ABSTAIN	
NAYS	

CERTIFICATION OF THE FOREGOING RESOLUTION AS FULL, TRUE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LINDSAY AS DETAILED.

MAYRA ESPINOZA-MARTINEZ
CITY CLERK

RAMONA CAUDILLO
MAYOR

**CITY OF LINDSAY
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this 26 day of January, 2021 by and between the City of Lindsay, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2019-2024 Housing Element, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 21-01, the City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on January 21, 2021, unless terminated earlier pursuant to the terms of this Agreement, shall continue until for five years. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG and/or HOME funds or other CDBG and/or HOME assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG and HOME requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 and HOME statewide goals.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: City Lindsay, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed FOUR HUNDRED FORTY-TWO THOUSAND SIX HUNDRED FIFTY-SEVEN Dollars and 00/100 (\$442,657).

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this and/or HOME program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG -assisted activity, or with respect to the proceeds of the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT'S obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Lindsay
C/O Joe Tanner,
City Manager
251 East Honolulu Street
Lindsay, CA 93247

SUBRECIPIENT

Self-Help Enterprises
C/O Susan Long, Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Kings County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Lindsay, California, the day and year first above written.

Addresses:

GRANTEE:

SUBRECIPIENT:

City of Lindsay
Attention: Joe Tanner
City Manager
251 East Honolulu Street
Lindsay, CA 93247
Phone: (559) 562-7102
FAX: (559) 562-7100

Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290
Phone: (559)802-1630
FAX: (559) 651-3634

Attachments:

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST
- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE
CITY OF LINDSAY

SUBRECIPIENT
SELF-HELP ENTERPRISES

Joe Tanner, City Manager

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Lindsay
Attention: Joe Tanner
City Manager
251 East Honolulu Street
Lindsay, CA 93247
Phone: (559) 562-7102
FAX: (559) 562-7100

SUBRECIPIENT:
Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elwin Ct .
P.O. Box 6520
Visalia, CA 93290
Phone: (559) 802-1630
FAX: (559) 651-3436

Attachments :

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
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EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

EXHIBIT A
SCOPE OF WORK

Matrix Code: 05Q LMH Subsistence Payments
National Objective: 24 CFR 570.207(b)(4)
CDBG Eligibility: Emergency Grants

Project Description:

Self-Help Enterprises will offer a Subsistence Payment Program: Subsistence Payments will provided grant payments for income eligible (at or below 80% of county AMI) individuals or families, living in the City limits of Lindsay, for items such as rent/mortgage and/or utilities, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5.(f)(i).

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG and funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the County.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g.,

- general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Housing Activities (LMH) - Owner

The SUBRECIPIENT shall maintain records for each household, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by documentation such as pay stubs and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CDBG grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-1 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$442,657
- Total Amount of the Award: \$442,657
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Lindsay, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

EXHIBIT B
PROPOSED BUDGET

#	Line Item	Approved Budget
1	Salaries	\$33,000
2	Fringe Benefits	\$10,890
3	Professional Services	\$250
4	Supplies & Equipment	\$450
5	Rent / Lease / Utilities	\$1,032
6	Utilities / Telephone	\$1,031
7	Mileage / Transportation	\$500
8	Other: Indirect Cost Rate (approved 21.97%)	\$9,643
9	Other: Education & Outreach	\$750
10	Other: Subsistence Payments	\$385,111
	TOTAL	\$442,657

EXHIBIT C

INSURANCE REQUIREMENTS Agreement between City of Lindsay ("CITY") and Self-Help Enterprises ("SUBRECIPIENT")

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT D
CONFLICT OF INTEREST**

		YES*	NO
1	Are you currently in litigation with the City of Lindsay or any of its agents?	<input type="checkbox"/>	X
2	Do you represent any firm, organization or person who is in litigation with the City of Lindsay?	<input type="checkbox"/>	X
3	Do you currently represent or perform work for any clients who do business with the City of Lindsay?	<input type="checkbox"/>	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business, which does business with the City of Lindsay, or in a business which is in litigation with the City of Lindsay?	<input type="checkbox"/>	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Lindsay employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	X
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Date _____

Thomas J. Collishaw, President/CEO

Self-Help Enterprises
8445 W Elowin Ct
Visalia, CA 93290

Additional page(s) attached.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

City of Lindsay

CDBG-CV Policies & Procedures

Subsistence Payments Program

City of Lindsay
251 East Honolulu Street,
Lindsay, CA 93247
www.lindsay.ca.us

I. PROGRAM OBJECTIVE

To provide Low-Moderate Income (LMI) clients/households who have been financially impacted, as a direct result of the coronavirus pandemic, with emergency rental/mortgage and/or utility assistance for the purpose of preventing eviction and/or cutoff of utility services.

II. INTAKE

Applications will be processed on a first come basis, until all funds are exhausted. Incomplete applications are not considered received until complete. Applications may be submitted in person or electronically. Applicants in need of assistance on how to complete the application will be provided assistance upon request.

III. NONDISCRIMINATION AND INCLUSION

Title VI of the Civil Rights Act of 1964 requires that, “No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” We strongly encourage under-represented and non-English speaking families in your community have a fair chance of receiving assistance. Steps could include:

- Working with services providers that serve primarily race and ethnic minority groups to announce the availability of assistance to hard-to-reach residents
- Allowing non-English speaking residents a fair amount of time to apply and gather the necessary documentation, and providing translation or other language support
- Accessing [COVID-19 racial equity and social justice resources](#).

IV. OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.

B. The Program Operator will work with local non-profits and other services providers to explain the Program requirements for eligible households. Local non-profits and other service providers will also be encouraged to have their customers participate in the Program.

C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

V. ELIGIBLE HOUSEHOLDS

A. INCOME VERIFICATION

Eligible clients/households need to be Low-Moderate Income (LMI) at or below 80% of the Area Median Income (AMI). Client eligibility can be verified by: **Household Income**.

1. Household Income Verification

Household income verification requires obtaining current gross income for everyone 18 and older within a household. Gross household income needs to be within 2020 CDBG income limits. Household Income will be determined by projecting the household's current rate of income at the time assistance is provided. Third party documentation of income will not be required. Households must self-certify income and provide minimum required backup document to verify income eligibility.

Household income may be determined by projecting the household's prevailing rate of income at the time the assistance is provided, and maintaining documentation of this determination. Household income includes income from all wage or income earning household members, including seniors receiving social security or pension payments, households with multiple wage earners, income from spousal and child support payments, and income from unemployment or other public benefit programs. Income does not include income from minors. For a complete list of what qualifies as income for the purposes of determining income eligibility in a subsistence payment program, please see [this link](#).

Documentation is not required to be verified via third-party. Documentation must be sufficient to support current year income projections and may be either annual income or monthly income projected out 12 months.

Supporting documents may include

- Prior year tax returns
- Pay stubs (tabulated for annual income)
- Social Security letter or stub
- Unemployment letter or stub
- Statement of loss of income (for persons who are self-employed) including current year annual income projection

- Other proof of income or loss of income
- Signed statements of no-income (jurisdictions/operators may prepare template statement of no-income letters that can be signed and dated at application submittal)

2020 CDBG Income Limits								
Area Median Income	1	2	3	4	5	6	7	8
Very Low Income 30%	14,700	16,800	18,900	20,950	22,650	24,350	26,000	27,700
Low Income 60%	29,400	33,600	37,800	41,940	45,300	48,660	52,020	55,380
Moderate Income 80%	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800

VI. CDBG-CV EMERGENCY SUBSISTENCE PAYMENTS REQUIREMENTS

- Eligible cost incurred after January 21, 2020
- Maximum assistance (*whichever is utilized first*):
 - Maximum assistance allotted is \$5,000 per household
 - Maximum payments are up to 90 days.
- Allowable rent/mortgage and utility assistance payments:
 - current month payments
 - past due payments
 - partial or full payments
- Mortgage assistance:
 - Escrow fees for taxes are not allowable
 - Escrow for insurance is allowable
- Allowable utility assistance includes:
 - electric, gas, water, sewer, trash, and broadband
- Payments must be paid to the service provider on behalf of a client, and not to the client.
- Payments must address hardship resulting directly from the COVID-19 pandemic.
- Payments made must be for client’s primary residence.
- Payments cannot be a Duplication of Benefit.
 - A Duplication of Benefit occurs when a person, household, organization, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.
 - **A Duplication of Benefit statement must be completed for all CDBG-CV funded clients to ensure Duplication of Benefit compliance.**

VII. APPLICATION PROCESS AND PACKAGE

To be considered for assistance the applicant must provide the following:

- a. Intake application – completed with all household information and signed by all household member’s age 18 and older.
- b. Current proof of income for ALL household members 18 and older *or* primary client presumed LMI supporting documentation
- c. Proof of hardship related to COVID-19

- d. Duplication of benefits statement
- e. Ethnicity/race demographics for federal reports
- f. Documentation of all client expenses
- g. Rent/Mortgage/Utility assistance documentation– Late payment notice, eviction or other proof that loss of housing or essential utility services are at risk and documenting the need for emergency payment:
 - i. Rental lease agreement
 - ii. Current mortgage statement
 - iii. Current utility bill
- h. Copies of payments and checks processed

VIII. REQUIRED REPORTS

A. FINANCIAL REPORTS

CDBG grants must be administered on a reimbursement basis. To request a monthly reimbursement, Subrecipients must submit the following items:

- Invoice
- General ledger of CDBG expenses
- Timesheets
 - *Timesheets must:*
 - Discern between hours charged and not charged to CDBG
 - Approved and signed a supervisor
- Mileage claims if applicable
 - *Mileage claims must:*
 - Indicate employee name, travel dates, departure and destination addresses, and mileage claim amounts.
 - Approved and signed by a supervisor
 - Travel dates must coincide with CDBG timesheet dates
- CDBG supplies invoices

B. PROGRAM REPORTS

Monthly program reports shall include the following items:

- Performance Tracker Report
- Monthly narrative highlighting progress in meeting objectives

Please submit financial and program reports to Joe Tanner jtanner@lindsay.ca.us by the 10th of each month.

C. RECORD KEEPING

2. Client files must contain the following items:

- a. Intake application
- b. Current proof of income for ALL household members 18 and older *or* primary client presumed LMI supporting documentation
- c. Proof of hardship related to COVID-19
- d. Duplication of benefits statement
- e. Ethnicity/race demographics for federal reports
- f. Documentation of all client expenses
- g. Rent/Mortgage/Utility assistance documentation– Late payment notice, eviction or other proof that loss of housing or essential utility services are at risk and documenting the need for emergency payment:
 - i. Rental lease agreement
 - ii. Current mortgage statement
 - iii. Current utility bill

Upon approval and issuance of payment(s) copies of payments and checks processed, will be provided to the applicant for their records.

Applicant must provide documented receipt of payment by the landlord, utility provider, or other service provider.

D. RETENTION PERIOD

All CDBG files must be maintained for a ***minimum of five (5) years*** after the completion of the program, in order to allow access for audit and public examination. The retention period starts when the final expenditure report is submitted. If any litigation, claim, or audit is started before the expiration of the 5- year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.