AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

6:30 pm CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The Mayor will provide an oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. Public Employee Performance Evaluation – City Manager
   Government Code Section 54957

2. Conference With Legal Counsel – Existing Litigation
   Government Code Section 54956.9(d)(1)
   Name of Case: M. Stack v. City of Lemoore; County of Kings Superior Court Case No.: 19C-0404

3. Conference with Labor Negotiator
   Government Code Section 54957.6
   Agency Designated Representatives: Mary Lerner, City Attorney and Michelle Speer, Assistant City Manager
   Employee Organizations: General Association of Service Employees, Lemoore Police Officers Association, Lemoore Police Sergeants Unit, Police Professional Services Bargaining Unit, Unrepresented

In the event that all the items on the closed session agenda have not been deliberated in the time provided, the City Council may continue the closed session at the end of the regularly scheduled Council Meeting.
7:30 pm REGULAR SESSION

a. CALL TO ORDER
b. INVOCATION
c. PLEDGE OF ALLEGIANCE
d. ROLL CALL
e. CLOSED SESSION REPORT
f. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

PUBLIC COMMENT
This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonial / Presentations

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

CONSENT CALENDAR – Section 3
Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

3-1 Approval – Minutes – Regular Meeting – February 4, 2020
3-2 Approval – Amendment No. 1 to Employment Agreement between the City of Lemoore and Nathan Olson
3-3 Approval – Agreement between the County of Kings and the City of Lemoore to Provide a Sub Award from the FY 2018 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration Training and Exercises for Lemoore Volunteer Fire Department and Lemoore Police Department
3-4 Approval – Second Reading – Ordinance 2020-01 – Amending Title 3, Chapter 2 of the Lemoore Municipal Code Pertaining to the Description of the Downtown Business Improvement Area
3-5 Approval – Notice of Completion – CIP 5222 Water Tank Well 7 Improvement Project
3-6 Approval – Change Order to the Existing Contract between the City of Lemoore and Price Paige and Company for Continued Consulting Services and Budget Amendment

PUBLIC HEARINGS – Section 4
Report, discussion and/or other Council action will be taken.

No Public Hearings

NEW BUSINESS – Section 5
Report, discussion and/or other Council action will be taken.

No New Business

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests
Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, March 3, 2020
- City Council Regular Meeting, Tuesday, March 17, 2020

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. Written communications from the public for the agenda must be received by the City Clerk’s Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of February 18, 2020 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on February 14, 2020.

//s//
Marisa Avalos, City Clerk
CALL TO ORDER:  
At 7:30 p.m., the meeting was called to order.

ROLL CALL:  
Mayor Pro Tem:  PLOURDE  
Council Members:  LYONS, SCHALDE  
Absent:  NEAL  

City Staff and contract employees present: City Manager Olson, Assistant City Manager Speer; City Attorney Lerner; Community Development Director Holwell; Police Chief Kendall; Public Works Director Rivera; City Engineer Cowart; City Clerk Avalos;

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

No Agenda Additions and/or Deletions.

CLOSED SESSION REPORT

Nothing to report out of Closed Session.

PUBLIC COMMENT

There was no public comment.

CEREMONIAL / PRESENTATION – Section 1

1-1 Police Officer of the Year (American Legion Post 100)

Randy McCord, American Legion Post 100 honored 2019 Peace Officer of the Year Award to Lemoore Police Officer Eric Trevino.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

Public Works Director Rivera provided an update on the Lemoore Union Elementary School District project beginning soon. It will be located at the northwest corner of Cinnamon Drive and 19th Avenue.

Community Development Director Holwell stated that Dutch Bros Coffee has submitted an application. They will be located at the Pioneer Square shopping center. The application is under review.

Chief Kendall provided an update regarding the Police Department’s reorganization. Commander Ochoa has been changed to Captain. Sergeant Santos and Sergeant Smith will be promoted to Lieutenant effective February 10th. Sergeants top 5 interviews will be taking place on Thursday and a decision will be made by Friday.
City Manager Olson asked to keep the Neal family in prayer. Community Round Table is scheduled for February 25th in the Council Chamber. Staff attended a CDBG workshop in Visalia. California ranked 51/50 for getting funds out to the community. The process is being revamped. There will be SWAT training Wednesday at the CMC from 7 p.m. to 1:00 a.m. He asked Council for consensus to bring forth a Study Session to potentially moving the Council meetings to different night other than Tuesday. Thanked Officer Trevino and all first responders.

Consensus was received.

CONSENT CALENDAR – Section 3

3-1 Approval – Minutes – Regular Meeting – January 21, 2020
3-2 Approval – Resolution 2020-02 – A Resolution Adopting and Implementing a Classification Plan for all City Positions
3-3 Approval – Resolution 2020-03 – A Resolution Amending and Clarifying Benefits for Unrepresented Employees
3-4 Approval – Budget Amendment – National Demographics Corporation – City Council Election Districting
3-5 Approval – Budget Amendment and Agreement – Moore Twining Associates, Inc. for Special Inspection and Materials testing for Lemoore Dispatch Project CIP 5712
3-6 Approval – Amendment of Paymentus Agreement

Motion by Council Member Lyons, seconded by Council Member Schalde, to approve the Consent Calendar as presented.

Ayes: Lyons, Schalde, Plourde
Absent: Neal

PUBLIC HEARINGS – Section 4

4-1 First Reading – Ordinance 2020-01 – Amending Title 3, Chapter 2 of the Lemoore Municipal Code Pertaining to the Description of the Downtown Business Improvement Area (Holwell)

Public Hearing opened at: 7:50 p.m.

No one spoke

Public Hearing closed at: 7:51 p.m.

Motion by Council Member Schalde, seconded by Council Member Lyons to waive the first reading of Ordinance in its entirety, and set its second hearing for the next regular Council meeting.

Ayes: Schalde, Lyons, Plourde
Absent: Neal

4-2 Public Hearing – Consumption Lounge License (Olson)
Public Hearing opened at: 8:01 p.m.

Spoke: Tom Reed  
   Nick Andre  
   Gail Crums

Public Hearing closed at: 8:14 p.m.

Motion by Council Member Lyons, seconded by Mayor Pro Tem Plourde to approve the issuance of a Consumption Lounge License proposed by and between the City of Lemoore and NHC Lemoore, LLC.

Ayres: Lyons, Plourde, Schalde  
Absent: Neal

NEW BUSINESS – Section 5

No New Business.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

Council Member Lyons thanked Officer Trevino and is happy to have him on board. He hopes he stays with LPD for a long time. Thanked Dutch Bros Coffee for coming to town, the Lemoore Police Department, Lemoore Fire, and all City staff.

Council Member Schalde thanked Officer Trevino and Lemoore Police Department. He is stated he is impressed by NHC’s facilities. He met with Chief Kendall regarding the consumption lounge and he was able to provide assurance regarding his vote. He stated he looks forward to working with NHC.

Mayor Pro Tem Plourde concurred with the other Council Members regarding Officer Trevino. Thanked all for coming tonight.

ADJOURNMENT

At 8:19 p.m., Council adjourned.

Approved the 18th day of February 2020.

APPROVED:

______________________________
Edward Neal, Mayor

ATTEST:

______________________________
Marisa Avalos, City Clerk
Staff Report

Item No: 3-2

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager / Administrative Svcs. Dir.
Date: February 7, 2020  Meeting Date: February 18, 2020
Subject: Amendment No. 1 to Employment Agreement between the City of Lemoore and Nathan Olson

Strategic Initiative:
☐ Safe & Vibrant Community    ☐ Growing & Dynamic Economy
☐ Fiscally Sound Government   ☒ Operational Excellence
☐ Community & Neighborhood Livability ☐ Not Applicable

Proposed Motion:
Consider approval of Amendment No. 1 to Employment Agreement between the City of Lemoore and Nathan Olson.

Subject/Discussion:
On February 20, 2018 City Council approved an employment agreement with Nathan Olson for the position of City Manager.

The proposed Amendment No. 1 to the City Manager’s Employment Agreement makes the following changes:
- Removes the agreement expiration date
- Requires a 4/5 vote for termination without cause

Financial Consideration(s):
Amendment No. 1 to the employment agreement will not result in any new financial impacts.

Alternatives or Pros/Cons:
Pros:
- Provides stability for personnel and economic development efforts

“In God We Trust”
• Provides consistency for budget related purposes

Cons:
• None.

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
City staff recommends the consideration of approval of Amendment No. 1 to Employment Agreement between the City of Lemoore and Nathan Olson.

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Staff Report

Item No: 3-3

To: Lemoore City Council
From: Bruce German, Fire Chief
Date: February 3, 2020  Meeting Date: February 18, 2020
Subject: Agreement between the County of Kings and the City of Lemoore to Provide a Sub Award from the FY 2018 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration Training and Exercises for Lemoore Volunteer Fire Department and Lemoore Police Department

Strategic Initiative:

☐ Safe & Vibrant Community  ☐ Growing & Dynamic Economy
☐ Fiscally Sound Government  ☒ Operational Excellence
☐ Community & Neighborhood Livability  ☐ Not Applicable

Proposed Motion:
Approve the agreement between County of Kings and the City of Lemoore to provide a Sub Award from the FY 2018 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration Training and Exercises. Authorize the City Manager, or designee to execute the agreement.

Subject/Discussion:
Each year Lemoore Police Department and Lemoore Volunteer Fire Department can request funds for the Homeland Security Grant Program along with other municipalities within Kings County to the Office of Emergency Services. Items requested are to enhance the capabilities of the state and local first responders by allowing the purchase of advanced types of equipment. It requires a signed agreement between sub recipients and the County to move forward with awarding of the funds.
Following the approval of the sub recipient agreements, Kings County will serve as the grant administrator and will notify the City of Lemoore when funds become available.

**Financial Consideration(s):**
Funds from FY 2018 Homeland Security Grant will be funding the Lemoore PD Communications Project of $26,725 and the Lemoore Volunteer Fire Department Communications Project of $26,725.

**Alternatives or Pros/Cons:**
**Pros:**
- Provide Interoperable Communication Equipment
- Replaces dated equipment that currently requires more repairs

**Cons:**
- None noted

**Commission/Board Recommendation:**
N/A

**Staff Recommendation:**
Staff recommends approval of the agreement between County of Kings and the City of Lemoore to provide a Sub Award from the FY 2018 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration Training and Exercises. Authorize the City Manager, or designee to execute the agreement.

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RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE, COUNTY OF KINGS, APPROVING THE OFFICE OF EMERGENCY SERVICES AGREEMENT WITH COUNTY OF KINGS TO PROVIDE A SUBAWARD FROM FY 2018 STATE HOMELAND SECURITY GRANT PROGRAM FUNDING

WHEREAS, the Fiscal Year 2018 (FY 2018) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security (“DHS”) to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs; and

WHEREAS, County applied to the California Governor’s Office of Emergency Services (“CalOES”) for a FY 2018 SHSGP grant; and

WHEREAS, as part of its grant application, County requested sufficient funds to support certain activities or programs planned by Subrecipient City of Lemoore that may be eligible for SHSGP grant funds; and

WHEREAS, the County was awarded FY 2018 SHSGP grant funding; and

WHEREAS, the County, upon recommendation of the Local Approval Authority (“LAA”), as comprised of the Sheriff, the County Fire Chief, the County Public Health Director, a municipal law enforcement representative, and a municipal fire department representative, as described in the SHSGP Guidelines, allocated some of this funding to support Subrecipient City of Lemoore’s eligible programs or activities.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lemoore hereby:

APPROVES THE ATTACHED EXHIBIT “A” SUBAWARD AGREEMENT; AND

1. Certifies that City will provide all matching funds required for the grant and appropriate any cash match as required;

2. Certifies that if the project is awarded, City will assure any liability arising out of City’s performance of the Agreement;

3. Certifies that the City will not use grant funds to supplement expenditures controlled by the City Council, governing board, or authorized body; and

4. City has authorized the City Manager to execute the Agreement.
PASSED AND ADOPTED by the City Council of the City of Lemoore at a Regular Meeting held on 18th day of February 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:  APPROVED:

_________________________  _______________________
Marisa Avalos                Edward Neal
City Clerk                   Mayor
Agreement No. ______

Agreement between the County of Kings and the City of Lemoore to provide a subaward from the FY 2018 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration, Training and Exercises

THIS AGREEMENT is entered into by and between the County of Kings (“County”) and the City of Lemoore (“Subrecipient”), referred to individually herein as “Party” or collectively as “Parties,” on the following terms and conditions:

WHEREAS, the Fiscal Year 2018 (FY 2018) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security (“DHS”) to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs; and

WHEREAS, County applied to the California Governor’s Office of Emergency Services (“CalOES”) for a FY 2018 SHSGP grant; and

WHEREAS, as part of its grant application, County requested sufficient funds to support certain activities or programs planned by Subrecipient that may be eligible for SHSGP grant funds; and

WHEREAS, the County was awarded FY 2018 SHSGP grant funding; and

WHEREAS, the County, upon recommendation of the Local Approval Authority (“LAA”), as comprised of the Sheriff, the County Fire Chief, the County Public Health Director, a municipal law enforcement representative, and a municipal fire department representative, as described in the SHSGP Guidelines, allocated some of this funding to support Subrecipient’s eligible programs or activities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the County and Subrecipient hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, the County intends to award to Subrecipient a portion of its FY 2018 SHSGP Grant for the following program and/or activity:

Department/Agency: Lemoore Volunteer Fire Department

Program/Activity: Operational Communications/Portable Radios

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter from the County (“Award Letter”) in accordance with this Agreement.
Subrecipient agrees not to expend any anticipated FY 2018 SHSGP grant funds until it has received an Award Letter authorizing the specific activity or program, and confirmed the award amount.

Unless Subrecipient notifies the County before it begins spending the funds authorized in the Award Letter that it declines some or all of the program, activity, and/or funds outlined therein, Subrecipient will be deemed to have accepted all of the terms and conditions specified in the Award Letter, including any attachments or exhibits thereto.

The County reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to Subrecipient. The County further reserves the right to issue revised Award Letters to modify Subrecipient’s authorized program, activity, award amounts, and/or performance periods in accordance with the recommendations of the LAA, the changing needs of Subrecipient, and/or the likelihood of Subrecipient expending its award. Such modifications will only be made after consultation with Subrecipient and in accordance with the recommendations of the LAA.

2. PERFORMANCE PERIOD. The Performance Period for all activities covered by the terms of this Agreement shall be from January 1, 2020 to April 30, 2021, unless otherwise terminated pursuant to the terms of this Agreement or set forth in the Performance Letter. Only activities performed during the Performance Period are eligible for funding and/or reimbursement under this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. Subrecipient understands and agrees that by accepting grant funds under this Agreement, it must comply with all requirements, assurances, standards, and certifications as required under the County’s agreement with CalOES, attached hereto as Exhibit A, and incorporated herein by reference as if set forth in full. Subrecipient further understands and agrees that it shall comply with any and all applicable statutes, regulations, guidelines, or restrictions as imposed by DHS or CalOES. Finally, Subrecipient understands and agrees that by accepting funds under this Agreement, it shall be bound to the assurances, agreements, covenants, and requirements set forth in the County’s agreement with CalOES to the same extent as the County.

4. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Kings County Board of Supervisors as Authorized Agents for FY 2018 SHSGP (“County Authorized Agents”) are authorized to sign Award Letters on behalf of the County, or to suspend performance as set forth herein. All other notices from the County may come from other County personnel.

5. PROOF OF SUBRECIPIENT AUTHORITY. Subrecipient must provide proof to the County of written authorization of this project, in the form of a resolution, or some other format specifically authorized by the County, from its city council, governing board, or other governing body. This written authorization must specify Subrecipient:

(a) Will provide all matching funds required for the grant project and appropriate any cash match as required;
(b) Will assume any liability arising out of Subrecipient’s performance of this Agreement;

(c) Will not use grant funds to supplant expenditures controlled by the city council, governing board, or authorized body; and

(d) Has authorized the official executing this Agreement to do so.

6. DISALLOWANCE AND OFFSET; REDUCTION, MODIFICATION, OR ELIMINATION OF GRANT FUNDING. If Subrecipient requests or receives payment from the County for programs, activities, or equipment under this Agreement and the reimbursement is later disallowed by the State of California or the United States Government, Subrecipient understands and agrees that it shall promptly refund the disallowed amount to the County upon the County’s request. The County may elect, at its sole option, and to the fullest extent permitted by law, to satisfy the disallowed amount owed from any payment due or to become due to Subrecipient under this Agreement.

If the County’s FY 2018 SHSGP grant funding is reduced, modified, or eliminated for any reason, the County reserves the right to reduce, modify, or eliminate any or all of this FY 2018 SHSGP grant subaward to Subrecipient. Subrecipient agrees to promptly return any amounts requested by the County in accordance with this provision. At its sole option, the County may choose to satisfy the amount to be returned by reducing the amount due to Subrecipient from any payment due or to become due under this Agreement.

7. MONITORING AND REPORTS. Subrecipient is responsible for oversight of the operations of its FY 2018 SHSGP grant supported activities. Subrecipient must monitor its activities to ensure compliance with applicable Federal requirements as set forth in Exhibit A.

Subrecipient agrees to provide ongoing performance and financial reports regarding any and all of its programs and activities funded with FY 2018 SHSGP grant funding. At a minimum, these reports will be due on a semi-annual basis, but the County reserves the right to request more frequent reporting. Within 90 days of completion or termination of this Agreement, Subrecipient is also expected to provide a final performance report and a final expenditure report in a format acceptable to the County, the State, and the Federal government. Subrecipient will be notified of any additional required reports by separate Award Letter or notice from the County.

8. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, Subrecipient must disclose, in a timely manner, and in writing to the County and DHS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 (“Award Term and Condition for Recipient Integrity and Performance Matters”), Subrecipient may also be required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, “Remedies for noncompliance,” including suspension or debarment.

9. INSURANCE. Subrecipient certifies it is insured or self-insured for general liability exposures with limits of no less than $1 million per occurrence. Subrecipient certifies it is insured or self-insured for workers’ compensation and maintains statutory limits. Subrecipient agrees that
coverage limits specified within the Agreement will not be used to reduce limits of coverage from Subrecipient’s full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

10. LIABILITY OF COUNTY. The County’s payment obligations to Subrecipient for FY 2018 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

11. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE. Each Party shall hold harmless, defend, and indemnify the other Party, its agents, officials, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including injury to any person and/or damage to property arising out of or relating the Party’s acts or omissions under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. After receiving a notice of termination for convenience from Subrecipient, and prior to the effective date of termination, the County may, in its sole discretion, continue to disburse grant funding to Subrecipient for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, the County specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems unlikely Subrecipient will complete its work before the termination of the contract. Any funding disbursed to Subrecipient but not yet spent at the time the Agreement is terminated must be returned to the County. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

The Parties will not impose sanctions on each other for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately by written notice to the other Party upon discovery of a material breach by the other Party. A material breach includes, but is not limited to: (i) failure to comply with the terms and conditions of this Agreement or of any Award Letter(s); (ii) a material misrepresentation in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. The Party seeking to terminate this Agreement will provide written notice of the material breach and its determination to either suspend or terminate this Agreement to the other Party with a specified date of termination. At a Party’s discretion, it may provide the breaching Party with a reasonable period of time to cure the
If the County terminates this Agreement for cause, the County reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to Subrecipient. Upon demand by the County, Subrecipient agrees to immediately return FY 2018 SHSGP funding that has been disbursed to Subrecipient and which remains in Subrecipient’s possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by Subrecipient under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on the County’s confirmation of Subrecipient’s satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

The County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, the County may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for Subrecipient’s failure to comply with applicable federal statutes or regulations, including, but not limited to, those specifically incorporated into this Agreement by reference, Subrecipient is advised that the County’s termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate the Parties’ obligations to indemnify, defend, or hold harmless. Further, it shall not effect Subrecipient’s duty to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where Subrecipient’s activities or programs have been terminated by the County for cause, said termination will not affect any rights of the County to recover damages from or against Subrecipient.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the County’s Authorized Agent may immediately suspend performance by Subrecipient, in whole or in part, in response to health, safety, or financial emergency, a change in SHSGP grant funding to the County, or a failure or refusal by Subrecipient to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved or a notice of termination becomes effective.

13. RECORDS. Subrecipient shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2018 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, Subrecipient shall maintain complete and accurate records with respect to any payments to employees, sub-subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the County or the Federal or State government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

Subrecipient further agrees to make all such records available to Federal, State, and County representatives, as further specified in Exhibit A. Subrecipient shall ensure that members of the
public also have access to such records upon request in accordance with the Freedom of Information Act and the California Public Records Act. Subrecipient specifically agrees to require any sub-subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. Subrecipient may be ineligible for award of any future grants if the County or Cal OES determines that any of the following has occurred: (1) the recipient has made a false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

14. NOTICES. Except as may be otherwise required by law, any notice to be given must be in writing and be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**
Chief Clay Smith  
County Fire Chief  
Kings County Fire Department/Office of Emergency Management  
280 Campus Drive  
Hanford, CA 93230  
Phone No.: (559) 852-2883  
Fax No.: (559) 582-8261

**With a Copy To:**  
County Administrative Officer  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
Phone No.: (559) 852-2378  
Fax No.: (559) 582-8261

**SUBRECIPIENT:**  
Chief Bruce German  
Lemoore Volunteer Fire Department  
210 Fox St.  
Lemoore, CA 93245  
Phone No.: (559) 585-2545

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. CONFLICTS WITH LAWS OR REGULATIONS/SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject matter, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to the County. Such a termination will be treated as a termination for cause, as set forth herein. In all other cases, the remainder of the Agreement shall remain in full force and effect.

16. MODIFICATION. No part of this Agreement may be modified without the written
17. EXHIBITS AND RECITALS. The Recitals and the Exhibit to this Agreement are fully incorporated into and are integral parts of this Agreement.

18. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Kings County, California.

19. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effectuate the purposes of this Agreement.

20. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. CONTINUING WAIVER. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

22. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

23. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between the Agreement and any Award Letter or other communication between the County and Subrecipient, the terms of this Agreement shall prevail.

24. ASSIGNMENT. This Agreement is entered into by the County in reliance on the identity and representations made by Subrecipient, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by Subrecipient without the prior written consent of the County, which the County may provide, delay, deny, or condition in its absolute discretion. Any FY 2018 SHSGP funds provided to Subrecipient and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to the County at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

25. COMPLIANCE WITH LAWS. Subrecipient shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

26. CONFLICT OF INTEREST. Subrecipient agrees to comply with the law of the
State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Subrecipient further agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the County designated representative and provide all information needed for resolution of this question.

27. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which, taken together, form a single document.

28. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the Subrecipient. As the duly authorized representative of the Subrecipient, the undersigned hereby certifies that the Subrecipient has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability, including funds sufficient to pay any non-Federal share of project cost, to ensure proper planning, management and completion of the project described in the FY 2018 SHSGP application, within the prescribed timelines.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

SUBRECIPIENT

By: ______________________________
Nathan Olson, City Manager

Date: ______________________________

ATTEST:

By: ______________________________

Approved as to form:

By: ______________________________

COUNTY OF Kings

By: ______________________________
Joe Neves Chairman,
Board of Supervisors

Date: ______________________________

ATTEST:

Clerk of the Board of Supervisors

By: ______________________________
Catherine Venturella

Approved as to form:
Lee Burdick, County Counsel

By: ______________________________
Carrie R. Woolley, Deputy
EXHIBIT A

Standard Assurances
For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at [http://www.whitehouse.gov/omb/](http://www.whitehouse.gov/omb/).

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
   The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
   (d) The official executing this agreement is, in fact, authorized to do so.

   This Proof of Authority must be maintained on file and readily available upon request.
EXHIBIT A

2. **Period of Performance**
   The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. **Lobbying and Political Activities**
   As required by Section 1362, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

   (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

   Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
   As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

Homeland Security Grant Program (HSGP) – 2018 Grant Assurances

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Initials ______
EXHIBIT A

(a) Are not presently debarred, suspended, proposed for debarment, declared
ineligible, or voluntarily excluded from covered transactions by any federal
department or agency;

(b) Have not within a three-year period preceding this application been convicted of
or had a civil judgment rendered against them for commission of fraud or a
criminal offense in connection with obtaining, attempting to obtain, or performing
a public (federal, state, or local) transaction or contract under a public transaction;
violation of federal or state antitrust statutes or commission of embezzlement, theft,
forgery, bribery, falsification or destruction of records, making false statements, or
receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a
governmental entity (federal, state, or local) with commission of any of the offenses
enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more
public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or
she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These
include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §
2000d et seq.) which prohibits discrimination on the basis of race, color, or national
origin and requires that recipients of federal financial assistance take reasonable
steps to provide meaningful access to persons with limited English proficiency
(LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and
1685-1686), which prohibits discrimination on the basis of sex in any federally
funded educational program or activity;

(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits
discrimination against those with disabilities or access and functional needs;

(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the
basis of disability and requires buildings and structures be accessible to those
with disabilities and access and functional needs (42 U.S.C. §§ 12101-12123);

(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits
discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to
confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to
nondiscrimination in the sale, rental or financing of housing as implemented by the
Department of Housing and Urban Development at 24 C.F.R. Part 100. The
prohibition on disability discrimination includes the requirement that new
multifamily housing with four or more dwelling units—i.e., the public and common
use areas and individual apartment units (all units in buildings with elevators and
ground-floor units in buildings without elevators)— be designed and constructed
with certain accessible features (See 24 C.F.R. § 100.201);
EXHIBIT A

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California’s Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

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EXHIBIT A

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12696 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

(g) Executive Order 11514 which sets forth national environmental standards;

(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);

(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(l) Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

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10. Conflict of Interest
The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management
False Claims for Payment
The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

14. Human Trafficking
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards
The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.
16. Worker’s Compensation
The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related
If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §460a-1 et seq.);

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects
For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
19. Use of Cellular Device While Driving is Prohibited
Applicants are required to comply with California Vehicle Code sections 23123 and
23123.5. These laws prohibit driving motor vehicle while using an electronic wireless
communications device to write, send, or read a text-based communication. Drivers are
also prohibited from the use of a wireless telephone without hands-free listening and
talking, unless to make an emergency call to 911, law enforcement, or similar services.

The Applicant acknowledges that all information submitted in the course of applying for
funding under this program, or provided in the course of an entity’s grant management
activities that are under Federal control, is subject to the Freedom of Information Act
Code section 6250 et seq. The Applicant should consider these laws and consult its
own State and local laws and regulations regarding the release of information when
reporting sensitive matters in the grant application, needs assessment, and strategic
planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC
ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination
If during the past three years the recipient has been accused of discrimination on any
basis, the recipient must provide a list of all such proceedings, pending or completed,
including outcome and copies of settlement agreements to the DHS Financial Assistance
Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at
CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil
Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of
race, color, national origin (including LEP), sex, age, disability, religion, or familial status
against the recipient, or the recipients settle a case or matter alleging such discrimination,
recipients must forward a copy of the complaint and findings to the DHS Financial
Assistance Office and the CRCL by e-mail or mail at the addressees listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press
releases, requests for proposals, bid invitations, and other documents describing projects or
programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are
coordinated as necessary with appropriate government authorities and that appropriate
licenses, permits, or approvals are obtained.
24. Best Practices for Collection and Use of Personally Identifiable Information (PII)
DHS defines personally identifiable information (PII) as any information that permits the
identity of an individual to be directly or indirectly inferred, including any information that is
linked or linkable to that individual. All recipients who collect PII are required to have a
publicly-available privacy policy that describes standards on the usage and maintenance
of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy
Guidance and Privacy template a useful resource respectively.

25. Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an
acknowledgement of U.S. Government sponsorship (including the award number) to any
work first produced under federal financial assistance awards.

26. Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R.
Part 200, Subpart E may not be charged to other federal financial assistance awards to
overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations,
or federal financial assistance award terms and conditions, or for other reasons. However,
these prohibitions would not preclude recipients from shifting costs that are allowable
under two or more awards in accordance with existing federal statutes, regulations, or the
federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act
All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies
relating to energy efficiency that are defined in the state energy conservation plan issued in
compliance with this Act.

28. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt.
Examples of relevant debt include delinquent payroll and other taxes, audit disallowances,
and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding
certificates under 49 U.S.C. § 41102) for international air transportation of people and
property to the extent that such service is available, in accordance with the International Air
Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the
interpretative guidelines issued by the Comptroller General of the United States in the
March 31, 1981, amendment to Comptroller General Decision B-138942.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants
must ensure that all conference, meeting, convention, or training space funded in whole or
in part with federal funds complies with the fire prevention and control guidelines of the
31. Non-supplanting Requirement
All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM
All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing
All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001
All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags
All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
EXHIBIT A

IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 6.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: ____________________________________________

Signature of Authorized Agent: ____________________________

Printed Name of Authorized Agent: ____________________________

Title: ____________________________ Date: ____________________________
Agreement between the County of Kings and the City of Lemoore to provide a subaward from the FY 2018 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration, Training and Exercises

THIS AGREEMENT is entered into by and between the County of Kings (“County”) and the City of Lemoore (“Subrecipient”), referred to individually herein as “Party” or collectively as “Parties,” on the following terms and conditions:

WHEREAS, the Fiscal Year 2018 (FY 2018) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security (“DHS”) to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs; and

WHEREAS, County applied to the California Governor’s Office of Emergency Services (“CalOES”) for a FY 2018 SHSGP grant; and

WHEREAS, as part of its grant application, County requested sufficient funds to support certain activities or programs planned by Subrecipient that may be eligible for SHSGP grant funds; and

WHEREAS, the County was awarded FY 2018 SHSGP grant funding; and

WHEREAS, the County, upon recommendation of the Local Approval Authority (“LAA”), as comprised of the Sheriff, the County Fire Chief, the County Public Health Director, a municipal law enforcement representative, and a municipal fire department representative, as described in the SHSGP Guidelines, allocated some of this funding to support Subrecipient’s eligible programs or activities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the County and Subrecipient hereby agree as follows:

1. **GRANT SUBAWARD.** Subject to the terms, conditions, and other limitations specified herein, the County intends to award to Subrecipient a portion of its FY 2018 SHSGP Grant for the following program and/or activity:

   **Department/Agency:** Lemoore Police Department  
   **Program/Activity:** Operational Communications/Portable Radios

   Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter from the County (“Award Letter”) in accordance with this Agreement.
Subrecipient agrees not to expend any anticipated FY 2018 SHSGP grant funds until it has received an Award Letter authorizing the specific activity or program, and confirmed the award amount.

Unless Subrecipient notifies the County before it begins spending the funds authorized in the Award Letter that it declines some or all of the program, activity, and/or funds outlined therein, Subrecipient will be deemed to have accepted all of the terms and conditions specified in the Award Letter, including any attachments or exhibits thereto.

The County reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to Subrecipient. The County further reserves the right to issue revised Award Letters to modify Subrecipient’s authorized program, activity, award amounts, and/or performance periods in accordance with the recommendations of the LAA, the changing needs of Subrecipient, and/or the likelihood of Subrecipient expending its award. Such modifications will only be made after consultation with Subrecipient and in accordance with the recommendations of the LAA.

2. PERFORMANCE PERIOD. The Performance Period for all activities covered by the terms of this Agreement shall be from January 1, 2020 to April 30, 2021, unless otherwise terminated pursuant to the terms of this Agreement or set forth in the Performance Letter. Only activities performed during the Performance Period are eligible for funding and/or reimbursement under this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. Subrecipient understands and agrees that by accepting grant funds under this Agreement, it must comply with all requirements, assurances, standards, and certifications as required under the County’s agreement with CalOES, attached hereto as Exhibit A, and incorporated herein by reference as if set forth in full. Subrecipient further understands and agrees that it shall comply with any and all applicable statutes, regulations, guidelines, or restrictions as imposed by DHS or CalOES. Finally, Subrecipient understands and agrees that by accepting funds under this Agreement, it shall be bound to the assurances, agreements, covenants, and requirements set forth in the County’s agreement with CalOES to the same extent as the County.

4. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Kings County Board of Supervisors as Authorized Agents for FY 2018 SHSGP (“County Authorized Agents”) are authorized to sign Award Letters on behalf of the County, or to suspend performance as set forth herein. All other notices from the County may come from other County personnel.

5. PROOF OF SUBRECIPIENT AUTHORITY. Subrecipient must provide proof to the County of written authorization of this project, in the form of a resolution, or some other format specifically authorized by the County, from its city council, governing board, or other governing body. This written authorization must specify Subrecipient:

(a) Will provide all matching funds required for the grant project and appropriate any cash match as required;
(b) Will assume any liability arising out of Subrecipient’s performance of this Agreement;

(c) Will not use grant funds to supplant expenditures controlled by the city council, governing board, or authorized body; and

(d) Has authorized the official executing this Agreement to do so.

6. DISALLOWANCE AND OFFSET; REDUCTION, MODIFICATION, OR ELIMINATION OF GRANT FUNDING. If Subrecipient requests or receives payment from the County for programs, activities, or equipment under this Agreement and the reimbursement is later disallowed by the State of California or the United States Government, Subrecipient understands and agrees that it shall promptly refund the disallowed amount to the County upon the County’s request. The County may elect, at its sole option, and to the fullest extent permitted by law, to satisfy the disallowed amount owed from any payment due or to become due to Subrecipient under this Agreement.

If the County’s FY 2018 SHSGP grant funding is reduced, modified, or eliminated for any reason, the County reserves the right to reduce, modify, or eliminate any or all of this FY 2018 SHSGP grant subaward to Subrecipient. Subrecipient agrees to promptly return any amounts requested by the County in accordance with this provision. At its sole option, the County may choose to satisfy the amount to be returned by reducing the amount due to Subrecipient from any payment due or to become due under this Agreement.

7. MONITORING AND REPORTS. Subrecipient is responsible for oversight of the operations of its FY 2018 SHSGP grant supported activities. Subrecipient must monitor its activities to ensure compliance with applicable Federal requirements as set forth in Exhibit A.

Subrecipient agrees to provide ongoing performance and financial reports regarding any and all of its programs and activities funded with FY 2018 SHSGP grant funding. At a minimum, these reports will be due on a semi-annual basis, but the County reserves the right to request more frequent reporting. Within 90 days of completion or termination of this Agreement, Subrecipient is also expected to provide a final performance report and a final expenditure report in a format acceptable to the County, the State, and the Federal government. Subrecipient will be notified of any additional required reports by separate Award Letter or notice from the County.

8. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, Subrecipient must disclose, in a timely manner, and in writing to the County and DHS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 (“Award Term and Condition for Recipient Integrity and Performance Matters”), Subrecipient may also be required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, “Remedies for noncompliance,” including suspension or debarment.

9. INSURANCE. Subrecipient certifies it is insured or self-insured for general liability exposures with limits of no less than $1 million per occurrence. Subrecipient certifies it is insured or self-insured for workers’ compensation and maintains statutory limits. Subrecipient agrees that
coverage limits specified within the Agreement will not be used to reduce limits of coverage from Subrecipient’s full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

10. LIABILITY OF COUNTY. The County’s payment obligations to Subrecipient for FY 2018 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

11. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE. Each Party shall hold harmless, defend, and indemnify the other Party, its agents, officials, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including injury to any person and/or damage to property arising out of or relating to the Party’s acts or omissions under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. After receiving a notice of termination for convenience from Subrecipient, and prior to the effective date of termination, the County may, in its sole discretion, continue to disburse grant funding to Subrecipient for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, the County specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems unlikely Subrecipient will complete its work before the termination of the contract. Any funding disbursed to Subrecipient but not yet spent at the time the Agreement is terminated must be returned to the County. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

The Parties will not impose sanctions on each other for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately by written notice to the other Party upon discovery of a material breach by the other Party. A material breach includes, but is not limited to: (i) failure to comply with the terms and conditions of this Agreement or of any Award Letter(s); (ii) a material misrepresentation in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. The Party seeking to terminate this Agreement will provide written notice of the material breach and its determination to either suspend or terminate this Agreement to the other Party with a specified date of termination. At a Party’s discretion, it may provide the breaching Party with a reasonable period of time to cure the
breach. If the County terminates this Agreement for cause, the County reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to Subrecipient. Upon demand by the County, Subrecipient agrees to immediately return FY 2018 SHSGP funding that has been disbursed to Subrecipient and which remains in Subrecipient’s possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by Subrecipient under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on the County’s confirmation of Subrecipient’s satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

The County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, the County may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for Subrecipient’s failure to comply with applicable federal statutes or regulations, including, but not limited to, those specifically incorporated into this Agreement by reference, Subrecipient is advised that the County’s termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate the Parties’ obligations to indemnify, defend, or hold harmless. Further, it shall not effect Subrecipient’s duty to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where Subrecipient’s activities or programs have been terminated by the County for cause, said termination will not affect any rights of the County to recover damages from or against Subrecipient.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the County’s Authorized Agent may immediately suspend performance by Subrecipient, in whole or in part, in response to health, safety, or financial emergency, a change in SHSGP grant funding to the County, or a failure or refusal by Subrecipient to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved or a notice of termination becomes effective.

13. RECORDS. Subrecipient shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2018 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, Subrecipient shall maintain complete and accurate records with respect to any payments to employees, sub-subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the County or the Federal or State government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

Subrecipient further agrees to make all such records available to Federal, State, and County representatives, as further specified in Exhibit A. Subrecipient shall ensure that members of the
public also have access to such records upon request in accordance with the Freedom of Information Act and the California Public Records Act. Subrecipient specifically agrees to require any sub-subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. Subrecipient may be ineligible for award of any future grants if the County or Cal OES determines that any of the following has occurred: (1) the recipient has made a false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

14. NOTICES. Except as may be otherwise required by law, any notice to be given must be in writing and be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
Chief Clay Smith  
County Fire Chief  
Kings County Fire Department/Office of Emergency Management  
280 Campus Drive  
Hanford, CA 93230  
Phone No.: (559) 852-2883  
Fax No.: (559) 582-8261

**With a Copy To:**  
County Administrative Officer  
1400 W. Lacey Blvd.  
Hanford, CA 93230  
Phone No.: (559) 852-2378  
Fax No.: (559) 582-8261

**SUBRECIPIENT:**  
Chief Michael Kendall  
Lemoore Police Department  
657 Fox St.  
Lemoore, CA 93245  
Phone No.: (559) 585-2545

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject matter, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to the County. Such a termination will be treated as a termination for cause, as set forth herein. In all other cases, the remainder of the Agreement shall remain in full force and effect.

16. MODIFICATION. No part of this Agreement may be modified without the written
consent of both Parties.

17. EXHIBITS AND RECITALS. The Recitals and the Exhibit to this Agreement are fully incorporated into and are integral parts of this Agreement.

18. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Kings County, California.

19. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effectuate the purposes of this Agreement.

20. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. CONTINUING WAIVER. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

22. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

23. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between the Agreement and any Award Letter or other communication between the County and Subrecipient, the terms of this Agreement shall prevail.

24. ASSIGNMENT. This Agreement is entered into by the County in reliance on the identity and representations made by Subrecipient, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by Subrecipient without the prior written consent of the County, which the County may provide, delay, deny, or condition in its absolute discretion. Any FY 2018 SHSGP funds provided to Subrecipient and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to the County at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

25. COMPLIANCE WITH LAWS. Subrecipient shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

26. CONFLICT OF INTEREST. Subrecipient agrees to comply with the law of the
State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Subrecipient further agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the County designated representative and provide all information needed for resolution of this question.

27. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which, taken together, form a single document.

28. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the Subrecipient. As the duly authorized representative of the Subrecipient, the undersigned hereby certifies that the Subrecipient has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability, including funds sufficient to pay any non-Federal share of project cost, to ensure proper planning, management and completion of the project described in the FY 2018 SHSGP application, within the prescribed timelines.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

SUBRECIPIENT

By: ______________________________
[Title]

Date: ______________________________

ATTEST:

By: ______________________________

Approved as to form:

By: ______________________________

COUNTY OF Kings

By: ______________________________
Joe Neves Chairman,
Board of Supervisors

Date: ______________________________

ATTEST:

Clerk of the Board of Supervisors

By: ______________________________
Catherine Venturella

Approved as to form:
Lee Burdick, County Counsel

By: ______________________________
Carrie R. Woolley, Deputy
EXHIBIT A

Standard Assurances
For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
(d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.
EXHIBIT A

2. **Period of Performance**
   The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. **Lobbying and Political Activities**
   As required by Section 1362, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:
   
   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
   
   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
   
   (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
   As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:
EXHIBIT A

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
EXHIBIT A

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 8 C.F.R. Part 19;

(l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California’s Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1965 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
EXHIBIT A

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for implementing the Procedural Provisions of NEPA; and Executive Order 12896 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

(g) Executive Order 11514 which sets forth national environmental standards;

(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);

(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

(l) Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 178(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits
   For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records
   In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.
10. Conflict of Interest  
The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management  
False Claims for Payment  
The Applicant will comply with 31 U.S.C. §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability  
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections  

14. Human Trafficking  
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards  
The Applicant will comply with the following federal labor standards:

   (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
   (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.
16. Worker’s Compensation
The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the worker’s compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related
If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;
(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 460a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects
For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
19. Use of Cellular Device While Driving is Prohibited
Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination
If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
24. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**
DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. **Copyright**
All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. **Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. **Energy Policy and Conservation Act**
All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. **Fly America Act of 1974**
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. **Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

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Homeland Security Grant Program (HSGP) – 2018 Grant Assurances

Initials_____

Page 9 of 11
31. Non-supplanting Requirement
   All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights
   Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM
   All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing
   All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance
   If the total value of the recipient’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001
   All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags
   All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
EXHIBIT A

IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: __________________________________________

Signature of Authorized Agent: __________________________________________

Printed Name of Authorized Agent: __________________________________________

Title: ___________________________ Date: ___________________________
Staff Report

Item No: 3-4

To: Lemoore City Council
From: Judy Holwell, Community Development Director
Date: February 7, 2020  Meeting Date: February 18, 2020
Subject: Second Reading – Ordinance 2020-01 – Amending Title 3, Chapter 2 of the Lemoore Municipal Code Pertaining to the Description of the Downtown Business Improvement Area

Strategic Initiative:

☐ Safe & Vibrant Community  ☐ Growing & Dynamic Economy
☐ Fiscally Sound Government  ☐ Operational Excellence
☒ Community & Neighborhood Livability  ☐ Not Applicable

Proposed Motion:
City Council conduct a second reading of Ordinance 2020-01, an Ordinance amending Title 3, Chapter 2 of the Lemoore Municipal Code correcting the description of the Downtown Business Improvement Area.

Subject/Discussion:
It has come to our attention that Section 3-2-2B of the Lemoore Municipal Code, pertaining to the Downtown Area, is missing some language in the description. The portion of language was inadvertently left out when the title of Chapter 2 was changed from Central Parking and Business Improvement Area to the current title, Downtown Business Improvement Area in 1995.

Currently, Section 3-2-2 Designation and Description of Area indicates the following:

3-2-2: DESIGNATION AND DESCRIPTION OF AREA:

A. Area Designated: There is hereby created and established a parking and business improvement area designated as "Downtown Business Improvement Area."

“In God We Trust”
Area of the City of Lemoore," hereinafter for brevity and convenience referred to as "Area".

B. Area Description: All of the property included within the boundaries indicated below as shown by the Official Map of the City, recorded on April 4, 1901, in Volume 1 at page 52 of Licensed Surveyor Plats, County of Kings, State of California:

Beginning at the intersection of the centerline of "B" Street and the centerline of Lemoore Avenue as shown on said Official Map;

Thence Southwesterly along the centerline of said railroad right of way to the extension of the centerline of Hill Street;

Thence Southeasterly along the alignment of the centerline of Hill Street to the centerline of "B" Street;

Thence Northeasterly along the centerline of "B" Street to the point of beginning.

(Ord. 9502, 2-21-1995)

The sentence in italics below adds the language that was previously left out of the Municipal Code. The correct Area Description should be written as follows:

B. Area Description: All of the property included within the boundaries indicated below as shown by the Official Map of the City, recorded on April 4, 1901, in Volume 1 at page 52 of Licensed Surveyor Plats, County of Kings, State of California:

Beginning at the intersection of the centerline of "B" Street and the centerline of Lemoore Avenue as shown on said Official Map;

Thence northerly along the centerline of Lemoore Avenue to the centerline of the railroad right of way;

Thence Southwesterly along the centerline of said railroad right of way to the extension of the centerline of Hill Street;

Thence Southeasterly along the alignment of the centerline of Hill Street to the centerline of "B" Street;

Thence Northeasterly along the centerline of "B" Street to the point of beginning.

Financial Consideration(s):
Not applicable.

Alternatives or Pros/Cons:
Pros:
- Corrects an error in our Municipal Code.

“In God We Trust”
Cons:
  • None.

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
City staff recommends City Council adopt Ordinance 2020-01, amending Title 3, Chapter 2 of the Lemoore Municipal Code correcting the description of the Downtown Business Improvement Area.

Attachments:
☐ Resolution:
☒ Ordinance: 2020-01
☒ Map
☐ Contract
☐ Other

List:

Review: Date:
☒ Asst. City Manager 02/12/2020
☒ City Attorney 02/14/2020
☒ City Clerk 02/14/2020
☒ City Manager 02/12/2020
☒ Finance 02/12/2020
ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE AMENDING TITLE 3, CHAPTER 2, SECTION 2 OF THE LEMOORE MUNICIPAL CODE

The City Council of the City of Lemoore does ordain as follows:

SECTION 1. Section 2 of Chapter 2 of Title 3 of the Municipal Code is hereby amended to read as follows:

3-2-2: DESIGNATION AND DESCRIPTION OF AREA:

A. Area Designated: There is hereby created and established a parking and business improvement area designated as "Downtown Business Improvement Area of the City of Lemoore," hereinafter for brevity and convenience referred to as "Area".

B. Area Description: All of the property included within the boundaries indicated below as shown by the Official Map of the City, recorded on April 4, 1901, in Volume 1 at page 52 of Licensed Surveyor Plats, County of Kings, State of California:

Beginning at the intersection of the centerline of "B" Street and the centerline of Lemoore Avenue as shown on said Official Map;

Thence northerly along the centerline of Lemoore Avenue to the centerline of the railroad right of way;

Thence Southwesterly along the centerline of said railroad right of way to the extension of the centerline of Hill Street;

Thence Southeasterly along the alignment of the centerline of Hill Street to the centerline of "B" Street;

Thence Northeasterly along the centerline of "B" Street to the point of beginning.

SECTION 2. Severance Clause.

The City Council declares that each provision of this ordinance is severable and independent of every other provision. If any portion of this ordinance is held invalid, the City Council declares that it would have adopted the remaining provisions of this ordinance irrespective of the portion held in valid, and further declares its express intent that the remaining provisions of this ordinance should remain in effect after the invalid portion has been eliminated.

SECTION 3. This Ordinance shall take effect 30 days after its adoption.

SECTION 4. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5)
days prior to adoption and again (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted, and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 4th day of February 2020 and was passed and adopted at a regular meeting of the City Council held on the 18th day of February 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:      APPROVED:

__________________________   _________________________
Marisa Avalos            Edward Neal
City Clerk                 Mayor

2
3-2-2: DESIGNATION AND DESCRIPTION OF AREA:

A. Area Designated: There is hereby created and established a parking and business improvement area designated as "Downtown Business Improvement Area of the City of Lemoore," hereinafter for brevity and convenience referred to as "Area".

B. Area Description: All of the property included within the boundaries indicated below as shown by the Official Map of the City, recorded on April 4, 1901, in Volume 1 at page 52 of Licensed Surveyor Plats, County of Kings, State of California:

Beginning at the intersection of the centerline of "B" Street and the centerline of Lemoore Avenue as shown on said Official Map;

Thence Southwesterly along the centerline of said railroad right of way to the extension of the centerline of Hill Street;

Thence Southeasterly along the alignment of the centerline of Hill Street to the centerline of "B" Street;

Thence Northeasterly along the centerline of "B" Street to the point of beginning. (Ord. 9502, 2-21-1995)
Staff Report

Item No: 3-5

To: Lemoore City Council
From: Amanda Champion, Management Analyst
Date: February 7, 2020 Meeting Date: February 18, 2020
Subject: Notice of Completion – CIP 5222 Water Tank Well 7 Improvement Project

Strategic Initiative:
- ☐ Safe & Vibrant Community
- ☐ Growing & Dynamic Economy
- ☒ Fiscally Sound Government
- ☒ Operational Excellence
- ☐ Community & Neighborhood Livability
- ☐ Not Applicable

Proposed Motion:
Approve the filing of the Notice of Completion for CIP 5222 – Water Tank Well 7 Improvement Project and authorize the City Manager or his designee to sign document for recordation.

Subject/Discussion:
Staff received approval from City Council on October 2, 2018, to award the bid for Water Tank Well 7 Improvement Project to Spiess Construction Co. Inc.

The project has been completed per plans, specifications and change orders. City staff is requesting that City Council approve the Notice of Completion. Approving the Notice of Completion will begin the release process of any retention and bond funds due to Spiess Construction Co. Inc. The final invoice will be released to the contractor thirty-five (35) days following the recordation of the Notice of Completion, as long as no liens are filed against the contractor during that time.

Financial Consideration(s):
The overall cost of this project was $1,917,688.33, a savings of $80,311.67 from the original contract amount. The final invoice for retention will be withheld until 35 days past Notice of Completion recordation.
Alternatives or Pros/Cons:
Pro:
  • Filing of the Notice of Completion will allow time for creditors to notify the City of unpaid bills and allow for the release of some of the bonds for the Contractor.

Con:
  • None noted

Commission/Board Recommendation:
Not applicable.

Staff Recommendation:
Staff recommends that City Council, by motion, authorize the City Manager or his designee to execute the Notice of Completion.

Attachments:
- ☒ Resolution:
- ☒ Ordinance:
- ☒ Map:
- ☒ Contract:
- ☒ Other:

List: Notice of Completion

Review:
- ☒ Asst. City Manager 02/12/2020
- ☒ City Attorney 02/14/2020
- ☒ City Clerk 02/14/2020
- ☒ City Manager 02/12/2020
- ☒ Finance 02/12/2020

“In God We Trust”
NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City Council of the City of Lemoore, 711 W Cinnamon Drive, Lemoore, California, entered into an Agreement on October 30, 2018, with SPIESS CONSTRUCTION COMPANY, INC., for the WATER TANK WELL 7 IMPROVEMENTS, 2650 W Bush Street, APN 023-510-019 in the City of Lemoore in Kings County, California 93245. Such work has been completed and accepted by the City of Lemoore on the 18th day of February 2020.

CITY OF LEMOORE

______________________________
Nathan Olson, City Manager

ATTEST:

______________________________
Marisa Avalos, City Clerk

CERTIFICATE

STATE OF CALIFORNIA    )
COUNTY OF KINGS        ) ss.
CITY OF LEMOORE         )

I, Frank Rivera, am the Public Works Director of the City of Lemoore. I have read the foregoing Notice of Completion and know the contents thereof, and I certify that the same is true of my knowledge except for those matters stated upon information and belief, and as to those matters, I believe them to be true and correct. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED this ___ day of ____________________, 2020 at Lemoore, California.

______________________________
Frank Rivera
Public Works Director
City of Lemoore
PUBLIC AGENCY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
COUNTY OF KINGS ) ss.
CITY OF LEMOORE )

On __________________________ before me, Marisa Avalos, City Clerk, personally appeared Nathan Olson, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

_______________________________
Marisa Avalos, City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
COUNTY OF KINGS ) ss.
CITY OF LEMOORE )

On __________________________ before me, Marisa Avalos, City Clerk, personally appeared Frank Rivera, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

_______________________________
Marisa Avalos, City Clerk
Staff Report

Item No: 3-6

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Svcs. Director
Date: February 12, 2020
Meeting Date: February 18, 2020
Subject: Change Order to the Existing Contract between the City of Lemoore and Price Paige and Company for Continued Consulting Services and Budget Amendment

Strategic Initiative:
- Safe & Vibrant Community
- Growing & Dynamic Economy
- Fiscally Sound Government
- Operational Excellence
- Community & Neighborhood Livability
- Not Applicable

Proposed Motion:
Authorize the City Manager, or designee, to execute the change order from Price Paige and Company for additional consulting services for Fiscal Year 2020 and approve the budget amendment for continued services.

Subject/Discussion:
The City currently contracts with Price Paige and Company for services related to fiscal year-end close, and for preparation of documents necessary for the City’s annual audit. Price Page and Company has been working closely with city staff to identify areas of improvement with regard to financial practices.

In order to ensure that the City is compliant with state and federal regulations, and to assist in developing processes and procedures that will enhance functions within the Finance Department, city staff is requesting a change order to the existing contract for additional services for the remainder of the current fiscal year.

The services provided by Price Paige will increase productivity, and result in a more fluent year-end close process for FY2020. Additionally, support provided to management helps to ensure successful audits and establishing best practices within the industry.

“In God We Trust”
Financial Consideration(s):
The change order with Price Paige and Company is not to exceed $53,000 for the remainder of the fiscal year. No increase to the general fund budget is necessary, as funds are available from 4241-4840AR. The Director of Parks and Recreation is aware of the budget amendment, and has agreed that the funds are available for use. Funds will be moved to 4215-4310.

Alternatives or Pros/Cons:
Pros
- Additional services will assist in implementing best practices within the industry
- Assist in ease of FY2020 year-end close
- Reduce cost to future contracts related to services for year-end close
- Provide support to management staff

Cons
- Additional funds necessary to finance related consulting

Commission/Board Recommendation:
Not Applicable.

Staff Recommendation:
Staff recommends approval of the change order to the existing contract with Price Paige and Company for additional consulting services, and approval of the budget amendment.

Attachments:
- Resolution: ☑️ Asst. City Manager 02/12/2020
- Ordinance: ☑️ City Attorney 02/14/2020
- Map: 02/14/2020
- Contract: ☑️ City Manager 02/12/2020
- Other: ☑️ Finance 02/12/2020

List: Engagement Letter, Budget Amendment

“In God We Trust”
February 5, 2020

Mr. Nathan Olson
City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, California 93245

Dear Mr. Olson:

This letter confirms the engagement of Price Paige & Company by the City of Lemoore, California (the City) as of and for the year ending June 30, 2020.

The professional consulting services we currently expect to provide for the year ending June 30, 2020 include the following:

1) We will assist the City in the preparation of its bank reconciliations for all months.

2) We will also provide the City with additional consultation, including training of accounting personnel, as agreed-upon with City management. The scope, timing and extent of the additional consultation will be discussed prior to the commencement of any work.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the City, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors’ secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.
Engagement Administration, Fees and Other

It is our policy to keep records related to this engagement for a minimum of seven years after the report release date.

Our fee for the accounting consultation to assist the City in providing the above services will not exceed $53,000 for the year ending June 30, 2020, which is based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you before we incur the additional costs.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

If these terms are in accordance with your understanding and meet with your approval, then please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us.

Sincerely,

Fausto Hinojosa, CPA CFE
Price Paige & Company

RESPONSE:
This letter correctly sets forth the understanding of the City of Lemoore, California.
**CITY OF LEMOORE**
**BUDGET AMENDMENT FORM**

<table>
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<th>2/12/2020</th>
<th>Request By:</th>
<th>Michelle Speer</th>
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<td>Finance</td>
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**TYPE OF BUDGET AMENDMENT REQUEST:**

- [ ] Appropriation Transfer within Budget Unit
- [✓] All other appropriations (Attach Council approved Staff Report)

**FROM:**

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**JUSTIFICATION FOR CHANGE/FUNDING SOURCE:**

Funds for contract with Price Paige and Company for additional FY2020 consulting services.

**APPROVALS:**

- Department Head: Date:
- City Manager: Date:
- Completed By: Date:
To: Lemoore City Council
From: Marisa Avalos, City Clerk
Date: February 13, 2020
Meeting Date: February 18, 2020
Subject: Activity Update

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Reports

➢ Warrant Register – FY 19/20 February 7, 2020
### Accounting Period: 8/20

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**BUDGET UNIT - 4213 - CITY MANAGER**

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### Expenditure Transaction Analysis

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**PEI**
**DATE:** 02/13/2020  **CITY OF LEMOORE**  **AUDIT11**
**TIME:** 10:21:40  **EXPENDITURE TRANSACTION ANALYSIS**
**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'
**ACCOUNTING PERIOD:** 8/20

**FUND - 001 - GENERAL FUND**
**BUDGET UNIT - 4221 - POLICE**

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**RUN DATE:** 02/13/2020  **TIME:** 10:21:41  **PEI - FUND ACCOUNTING**

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ACCOUNTING PERIOD: 8/20

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ACCOUNTING PERIOD: 8/20

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**ACCOUNTING PERIOD:** 8/20

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### Expenditure Transaction Analysis

**Selection Criteria:**
- `transact.yr='20'`
- `transact.fund between '001' and '500'`
- `transact.batch='VM020720'`

**Accounting Period:** 8/20

#### Fund - 001 - General Fund

**Budget Unit:** 4241 - Parks

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#### Fund - 001 - General Fund

**Budget Unit:** 4241 - Parks

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**Total**

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**EXPENDITURE TRANSACTION ANALYSIS**

**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**ACCOUNTING PERIOD:** 8/20

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| 4310            | PROFESSIONAL CONTRACT SVC | 8/20 | 02/06/20 21 | 65519 | 0040 LARRY AVILA | 520.00 | 0.00 | RECREATION LEADER/ATT |

**TOTAL PROFESSIONAL CONTRACT SVC:** 0.00 754.00 0.00

| 4380            | RENTALS & LEASES       | 8/20 | 02/06/20 21 | 65551 | 5977 GREATAMERICA FIN | 765.54 | 0.00 | PRINTER/COPIER |

**TOTAL RENTALS & LEASES:** 0.00 765.54 0.00

**TOTAL RECREATION:** 0.00 4,343.43 -2,000.00
FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

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### EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:**
- `transact.yr='20'` and `transact.fund between '001' and '500'` and `transact.batch='VM020720'`

**ACCOUNTING PERIOD:** 8/20

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**TOTAL** OPERATING SUPPLIES

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**TOTAL** RENTALS & LEASES

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**TOTAL** LEGAL EXPENSE

**TOTAL** HUMAN RESOURCES

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**RUN DATE 02/13/2020 TIME 10:21:41**
### EXPENDITURE TRANSACTION ANALYSIS

**Selection Criteria:**
- `transact.yr='20'` and
- `transact.fund between '001' and '500'` and
- `transact.batch='VM020720'`

**Accounting Period:** 8/20

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  - Budget: 325.00
  - Expenditures: 325.00
  - Encumbrances: .00
- **Citywide ADA Compliance**
  - Budget: 325.00
  - Expenditures: 325.00
  - Encumbrances: .00
- **General Fund**
  - Budget: 88,828.85
  - Expenditures: -56,217.62
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**ACCOUNTING PERIOD:** 8/20

**FUND - 045 - GOLF COURSE - CITY**

**BUDGET UNIT - 4245 - GOLF COURSE-CITY**

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**4291** MISCELLANEOUS EXPENSES

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### EXPENDITURE TRANSACTION ANALYSIS

**Selection Criteria:**
- `transact.yr='20'` and
- `transact.fund between '001' and '500'` and
- `transact.batch='VM020720'`

**Accounting Period:** 8/20

### Fund - 050 - Water

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**Total Utilities**
- Expenditures: 16,551.17
- Encumbrances: .00

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**Total Training**
- Expenditures: 1,345.00
- Encumbrances: -1,125.00

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**Total Rentals & Leases**
- Expenditures: 185.48
- Encumbrances: .00

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**Total Legal Expense**
- Expenditures: 62.88
- Encumbrances: .00

**Total Water**
- Expenditures: 30,349.45
- Encumbrances: -8,799.38
**Selection Criteria:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**Accounting Period:** 8/20

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### EXPENDITURE TRANSACTION ANALYSIS

**Selection Criteria:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**Accounting Period:** 8/20

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RUN DATE 02/13/2020 TIME 10:21:41

PEI - FUND ACCOUNTING
### Account Selection Criteria
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### Accounting Period
- 8/20

### Fund - 060 - Sewer & Storm Wtr Drainage

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### Total
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- **SEWER & STORM WTR DRAINAGE**: 0.00

**RUN DATE 02/13/2020 TIME 10:21:41**

**PEI - FUND ACCOUNTING**
SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'
ACCOUNTING PERIOD: 8/20

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RUN DATE 02/13/2020 TIME 10:21:41
## EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** 
transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**ACCOUNTING PERIOD:** 8/20

### FUND - 203 - LLMD ZONE 3 SILVA ESTATES

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<th>BUDGET</th>
<th>EXPENDITURES</th>
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<th>DESCRIPTION</th>
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<tbody>
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**TOTAL**

| UTILITIES | .00 | 50.95 | .00 |
| LLMD ZONE 3 SILVA ESTATES | .00 | 50.95 | .00 |
| LLMD ZONE 3 SILVA ESTATES | .00 | 50.95 | .00 |
SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'
ACCOUNTING PERIOD: 8/20

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<th>VENDOR</th>
<th>BUDGET</th>
<th>EXPENDITURES</th>
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TOTAL UTILITIES

TOTAL LLMD ZONE 6 CAPISTRANO

TOTAL LLMD ZONE 6 CAPISTRANO
**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**ACCOUNTING PERIOD:** 8/20

**FUND - 208B - LLMD ZONE 8B GREENS**

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**TOTAL**

| UTILITIES   |       |             |           |                 | 10.19  | .00           |               |                         |
| TOTAL UTILITIES | .00    | 10.19        | .00       |                 |        |              |               |                         |

**TOTAL**

| LLMD ZONE 8B GREENS |       |             |           |                 | 10.19  | .00           |               |                         |
| TOTAL LLMD ZONE 8B GREENS | .00    | 10.19        | .00       |                 |        |              |               |                         |
**Selection Criteria:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**Accounting Period:** 8/20

### Fund - 210 - LLMD Zone 10 Avalon

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**Run Date:** 02/13/2020  Time: 10:21:41

**Department:** PEI - Fund Accounting
FUND - 212 - LLMD ZONE 12 SUMMERWIND  
BUDGET UNIT - 4862 - LLMD ZONE 12 SUMMERWIND

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**TOTAL UTILITIES**

| TOTAL UTILITIES | .00  | 22.83 | .00 |
| TOTAL LLMD ZONE 12 SUMMERWIND | .00  | 22.83 | .00 |
| TOTAL LLMD ZONE 12 SUMMERWIND | .00  | 22.83 | .00 |
**Selection Criteria:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**Accounting Period:** 8/20

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### ACCOUNTING PERIOD: 8/20

**FUND - 252 - PFMD ZONE 2**  
**BUDGET UNIT - 4872 - PFMD ZONE 2**  

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<td>EXPENDITURES</td>
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## Accounting Period:
8/20

### Account 4340: Utilities
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- **T/C:** 65572
- **Reference:** 0363 PG&E
- **Budget:** 34.48
- **Encumbrances:** .00
- **Description:** 12/23/2019-01/22/2020

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### Account 4340: Utilities (Total)
- **Budget:** 34.48
- **Encumbrances:** .00

### Account 4340: Utilities (PFMD ZONE 4)
- **Budget:** 34.48
- **Encumbrances:** .00

### Account 4340: Utilities (PFMD ZONE 4) (Total)
- **Budget:** 34.48
- **Encumbrances:** .00

---

**Run Date:** 02/13/2020  **Time:** 10:21:41
### EXPENDITURE TRANSACTION ANALYSIS

**SELECTION CRITERIA:** transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'

**ACCOUNTING PERIOD:** 8/20

**FUND - 255 - PFMD ZONE 5**
**BUDGET UNIT - 4875 - PFMD ZONE 5**

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<th>BUDGET</th>
<th>EXPENDITURES</th>
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**TOTAL UTILITIES**

- BUDGET: .00
- EXPENDITURES: 96.10
- ENCUMBRANCES: 0.00

**TOTAL PFMD ZONE 5**

- BUDGET: .00
- EXPENDITURES: 96.10
- ENCUMBRANCES: 0.00
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<th>REFERENCE</th>
<th>VENDOR</th>
<th>BUDGET</th>
<th>EXPENDITURES</th>
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RUN DATE 02/13/2020 TIME 10:21:41
**GENERAL LEDGER TRANSACTION ANALYSIS**

**SELECTION CRITERIA:**
- `account.acct` between '2000' and '2999'
- `transact.yr='20'` and `transact.batch='VM020720'`

**ACCOUNTING PERIOD:** 8/20

**FUND - 001 - GENERAL FUND**

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## GENERAL LEDGER TRANSACTION ANALYSIS

**SELECTION CRITERIA:** account.acct between '2000' and '2999' AND transact.yr='20' and transact.batch='VM020720'

**ACCOUNTING PERIOD:** 8/20

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FUND - 001 - GENERAL FUND

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TOTAL GENERAL FUND

TOTAL REPORT

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