



LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
February 18, 2020

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

ADJOURNMENT

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

**February 4, 2020 Minutes
Lemoore City Council
Regular City Council Meeting**

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
- 3-7 Approval – Resolution 2020-04 – Establishing a Policy on the Discontinuation of Residential Water Service for Nonpayment and Amending the Master User Fee Schedule to Revise the Fees for Water Service Reconnection in Compliance with the Water Shutoff Protection Act (California Health and Safety Code Sections 116900 et seq.)

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



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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:

<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
<input type="checkbox"/> Fiscally Sound Government	<input checked="" type="checkbox"/> Operational Excellence
<input type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> 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.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

02/12/2020
02/14/2020
02/14/2020
02/12/2020
02/12/2020



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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:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> 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.

Attachments:

- ☒ Resolution: 2020-05
- ☐ Ordinance:
- ☐ Map
- ☒ Contract (two)
- ☐ Other

Review:

- ☒ Assistant City Manager
- ☒ City Attorney
- ☒ City Manager
- ☒ City Clerk
- ☒ Finance

Date:

02/12/2020
02/14/2020
02/12/2020
02/14/2020
02/12/2020

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
City Clerk

Edward Neal
Mayor

Agreement No. _____

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

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; REDUCATION, 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 also 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

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 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

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: _____
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/>.

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 1352, 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 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;

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 12898 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 (Clear 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.

EXHIBIT A

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

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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.

EXHIBIT A

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. §469a-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.

EXHIBIT A

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.

20. California Public Records Act and Freedom of Information Act

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 addresses 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.

EXHIBIT A

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 publically-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.

EXHIBIT A

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: _____

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 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; REDUCATION, 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 also 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

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 1352, 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 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;

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 12898 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 (Clear 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.

EXHIBIT A

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

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

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.

EXHIBIT A

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. §469a-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.

EXHIBIT A

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.

20. California Public Records Act and Freedom of Information Act

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 addresses 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.

EXHIBIT A

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 publically-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.

EXHIBIT A

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: _____



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

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:

<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
<input type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
<input checked="" type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> 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 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.

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:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

02/12/2020
02/14/2020
02/14/2020
02/12/2020
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
City Clerk

Edward Neal
Mayor

Downtown Business Improvement Area

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)





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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:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> 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
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

- 02/12/2020
- 02/14/2020
- 02/14/2020
- 02/12/2020
- 02/12/2020

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Lemoore
711 W Cinnamon Drive
Lemoore, CA 93245

No Fee Per Government Code 6103

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



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

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:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input checked="" type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> 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:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
 - List: Engagement Letter
 - Budget Amendment

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

- 02/12/2020
- 02/14/2020
- 02/14/2020
- 02/12/2020
- 02/12/2020



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.

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344

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.

Management Signature

Title

Date



CITY OF LEMOORE

BUDGET AMENDMENT FORM

Date: 2/12/2020	Request By: Michelle Speer
Requesting Department: Finance	

TYPE OF BUDGET AMENDMENT REQUEST:

- ☐ Appropriation Transfer within Budget Unit
- ☒ All other appropriations (Attach Council approved Staff Report)

FROM:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4241	4840AR	\$ 85,000.00	\$ (53,000.00)	\$ 32,000.00

TO:

Fund	Budget Unit	Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
001	4215	4310	\$ 172,416.00	\$ 53,000.00	\$ 225,416.00

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:



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

To: Lemoore City Council
From: Marisa Avalos, City Clerk
Date: February 13, 2020 **Meeting Date:** February 18, 2020
Subject: Activity Update

Strategic Initiative:	<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
	<input type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
	<input type="checkbox"/> Community & Neighborhood Livability	<input checked="" type="checkbox"/> Not Applicable

Reports

➤ Warrant Register – FY 19/20 February 7, 2020

Warrant Register 2-07-2020

PEI
DATE: 02/13/2020
TIME: 10:21:40

CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

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 - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		1,046.15	.00	PROFESSIONAL SERVICES
TOTAL						.00	1,046.15	.00	
TOTAL						.00	1,046.15	.00	

PEI
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

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 - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
8 /20	02/06/20	21		65539	3022 FIRST BANKCARD		128.66	.00	COPY PAPER
8 /20	02/06/20	21		65569	5396 OFFICE DEPOT		29.56	.00	DESKPAD
TOTAL			OPERATING SUPPLIES			.00	158.22	.00	
4340			UTILITIES						
8 /20	02/06/20	21		65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL			UTILITIES			.00	4.00	.00	
4380			RENTALS & LEASES						
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		401.72	.00	PRINTER/COPIER
TOTAL			RENTALS & LEASES			.00	401.72	.00	
4980			LEGAL EXPENSE						
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		291.55	.00	PROFESSIONAL SERVICES
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		503.15	.00	PROFESSIONAL SERVICES
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		600.25	.00	PROFESSIONAL SERVICES
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		154.35	.00	PROFESSIONAL SERVICES
TOTAL			LEGAL EXPENSE			.00	1,549.30	.00	
TOTAL			CITY MANAGER			.00	2,113.24	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

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 - 4214 - CITY CLERK'S OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
8 /20	02/06/20	21		65539	3022 FIRST BANKCARD		40.33	.00	COUNCIL SNACKS
TOTAL			OPERATING SUPPLIES			.00	40.33	.00	
4340			UTILITIES						
8 /20	02/06/20	21		65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL			UTILITIES			.00	4.00	.00	
4380			RENTALS & LEASES						
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		16.13	.00	PRINTER/COPIER
TOTAL			RENTALS & LEASES			.00	16.13	.00	
TOTAL			CITY CLERK'S OFFICE			.00	60.46	.00	

PEI
DATE: 02/13/2020
TIME: 10:21:40

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

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 - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
8 /20	02/06/20	21		65531	6405 EINERSON'S PREPR		191.91	.00	WINDOW ENVELOPES
TOTAL			OPERATING SUPPLIES			.00	191.91	.00	
4340			UTILITIES						
8 /20	02/06/20	21		65586	6266 SPARKLETTS		14.52	.00	WATER SVC
TOTAL			UTILITIES			.00	14.52	.00	
4380			RENTALS & LEASES						
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		300.82	.00	PRINTER/COPIER
TOTAL			RENTALS & LEASES			.00	300.82	.00	
4980			LEGAL EXPENSE						
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		154.35	.00	PROFESSIONAL SERVICES
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		51.45	.00	PROFESSIONAL SERVICES
TOTAL			LEGAL EXPENSE			.00	205.80	.00	
TOTAL			FINANCE			.00	713.05	.00	

PEI
 DATE: 02/13/2020
 TIME: 10:21:40

CITY OF LEMOORE
 EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
 AUDIT11

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 - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20 21			65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL						.00	4.00	.00	
4380									
8 /20	02/06/20 21			65551	5977 GREATAMERICA FIN		133.60	.00	PRINTER/COPIER
TOTAL						.00	133.60	.00	
4980									
8 /20	02/06/20 21			65562	5609 LOZANO SMITH, LL		634.55	.00	PROFESSIONAL SERVICES
TOTAL						.00	634.55	.00	
TOTAL						.00	772.15	.00	

PEI
DATE: 02/13/2020
TIME: 10:21:40

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

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 - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		481.47	.00	GLOVES
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		364.44	.00	PLEATED FILTER
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		257.38	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		265.67	.00	AIRX DUST AIR FILTER,
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		270.49	.00	PLEATED FILTER
8 /20	02/06/20	21	C634 -01	65544	3022 FIRST BANKCARD		620.20	-620.20	MISC. TOOL
8 /20	02/06/20	21	C638 -01	65544	3022 FIRST BANKCARD		742.66	-742.66	CHAIR RACKS
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		112.22	.00	NFPA 70E
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		60.56	.00	PLANNER REFILL FOLIO
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		81.41	.00	SUPPLIES
TOTAL					OPERATING SUPPLIES	.00	3,256.50	-1,362.86	
4220S					STREETS-OPERATING SUPPLIE				
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		-21.59	.00	REFUND SHIPPING CHGE
TOTAL					STREETS-OPERATING SUPPLIE	.00	-21.59	.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /20	02/06/20	21		65583	5287 RES COM PEST CON		38.00	.00	PEST CONTROL-411 W D
TOTAL					PROFESSIONAL CONTRACT SVC	.00	38.00	.00	
4340					UTILITIES				
8 /20	02/06/20	21		65530	6685 DIRECTTV		9.90	.00	01/05/2020-02/04/2020
8 /20	02/06/20	21		65585	0423 SOCALGAS		260.74	.00	12/19/2019-01/21/2020
8 /20	02/06/20	21		65585	0423 SOCALGAS		380.36	.00	12/19/2019-01/21/2020
TOTAL					UTILITIES	.00	651.00	.00	
TOTAL					MAINTENANCE DIVISION	.00	3,923.91	-1,362.86	

PEI
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
8 /20	02/06/20	21		65546	3022 FIRST BANKCARD		-171.59	.00	EXEC. ASSISTANT CHAIR
8 /20	02/06/20	21	C635	-01 65535	3022 FIRST BANKCARD		1,196.00	-1,196.00	BALLISTIC PLATE/SHOOTERS
8 /20	02/06/20	21	C635	-02 65535	3022 FIRST BANKCARD		15.00	-15.00	SHIPPING
8 /20	02/06/20	21		65540	3022 FIRST BANKCARD		9.98	.00	WATER FOR DEPARTMENT
8 /20	02/06/20	21		65546	3022 FIRST BANKCARD		30.19	.00	MINI FRIDGE FOR LACTA
8 /20	02/06/20	21		65535	3022 FIRST BANKCARD		74.66	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65546	3022 FIRST BANKCARD		117.15	.00	CART WITH WHEELS FOR
TOTAL						.00	1,271.39	-1,211.00	
4310									PROFESSIONAL CONTRACT SVC
8 /20	02/06/20	21	9740	-01 65552	5814 CITY OF HANFORD		15,572.91	-15,572.91	LEMOORE DISPATCH SERVICES
8 /20	02/06/20	21	9742	-01 65557	1250 KINGS CO. SHERIF		30,057.85	-30,057.85	KINGS COUNTY ANIMAL SHEL
TOTAL						.00	45,630.76	-45,630.76	
4320									MEETINGS & DUES
8 /20	02/06/20	21		65542	3022 FIRST BANKCARD		526.40	.00	LODGING-ETHANASIA M.R
8 /20	02/06/20	21		65542	3022 FIRST BANKCARD		150.00	.00	TUITION-EUTHANASIA TR
8 /20	02/06/20	21		65546	3022 FIRST BANKCARD		50.00	.00	DETECTIVES
8 /20	02/06/20	21		65537	3022 FIRST BANKCARD		9.99	.00	COOKIE PLATTER FOR GI
8 /20	02/06/20	21		65537	3022 FIRST BANKCARD		19.73	.00	SHADOW BOX- CHIEF SMI
8 /20	02/06/20	21		65537	3022 FIRST BANKCARD		19.73	.00	SHADOW BOX-RAY FRATUS
TOTAL						.00	775.85	.00	
4340									UTILITIES
8 /20	02/06/20	21		65546	3022 FIRST BANKCARD		35.44	.00	MONTHLY WATER DISPENS
TOTAL						.00	35.44	.00	
4360									TRAINING
8 /20	02/06/20	21		65542	3022 FIRST BANKCARD		704.35	.00	LODGING-CATO JONTHAN
8 /20	02/06/20	21		65542	3022 FIRST BANKCARD		827.00	.00	TUITION-CATO FOR JONA
8 /20	02/06/20	21		65568	6089 JONATHAN MORITZ		247.00	.00	PER DIEM
TOTAL						.00	1,778.35	.00	
4980									LEGAL EXPENSE
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		634.75	.00	PROFESSIONAL SERVICES
TOTAL						.00	634.75	.00	
TOTAL						.00	50,126.54	-46,841.76	

PEI
DATE: 02/13/2020
TIME: 10:21:40

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

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 - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /20	02/06/20	21		65522	0056 BILLINGSLEY TIRE		266.47	.00	PACK WHEEL BEARING TR
8 /20	02/06/20	21		65538	3022 FIRST BANKCARD		333.55	.00	RUBBER GLOVES FOR ALL
8 /20	02/06/20	21		65569	5396 OFFICE DEPOT		2.62	.00	DESKPAD
8 /20	02/06/20	21		65538	3022 FIRST BANKCARD		14.20	.00	POSTAGE TO MAIL HONOR
8 /20	02/06/20	21		65538	3022 FIRST BANKCARD		139.43	.00	REPLACEMENT PART FOR
TOTAL					OPERATING SUPPLIES	.00	756.27	.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /20	02/06/20	21		65552	5814 CITY OF HANFORD		11,679.68	.00	DISPATCH SERVICES
TOTAL					PROFESSIONAL CONTRACT SVC	.00	11,679.68	.00	
4320					MEETINGS & DUES				
8 /20	02/06/20	21		65538	3022 FIRST BANKCARD		40.00	.00	REGISTRATION FEE FOR
TOTAL					MEETINGS & DUES	.00	40.00	.00	
4340					UTILITIES				
8 /20	02/06/20	21		65591	0116 VERIZON WIRELESS		190.05	.00	12/24/2019-01/23/2020
8 /20	02/06/20	21		65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL					UTILITIES	.00	194.05	.00	
4360					TRAINING				
8 /20	02/06/20	21		65523	T2610 BRUCE GERMAN		276.26	.00	PER DIEM
8 /20	02/06/20	21		65554	T2805 DAVE JONES		276.26	.00	PER DIEM
8 /20	02/06/20	21		65587	5326 STATE FIRE TRAIN		80.00	.00	FFII CERTIFICATES
TOTAL					TRAINING	.00	632.52	.00	
4365					WEED ABATEMENT				
8 /20	02/06/20	21	10031	-01 094745	5758 MARK FERNANDES		.00	.00	WEED ABATEMENT SERVICES-
8 /20	02/06/20	21	10031	-02 094745	5758 MARK FERNANDES		.00	.00	WEED ABATEMENT SERVICES-1
8 /20	02/06/20	21	10031	-03 094745	5758 MARK FERNANDES		.00	.00	WEED ABATEMENT SERVICES-8
8 /20	02/06/20	21	10031	-04 094745	5758 MARK FERNANDES		.00	.00	WEED ABATEMENT SERVICES-8
8 /20	02/06/20	21	10031	-05 65534	5758 MARK FERNANDES		1,200.00	-1,200.00	WEED ABATEMENT SERVICES-U
8 /20	02/06/20	21	10031	-06 65534	5758 MARK FERNANDES		344.90	-344.90	WEED ABATEMENT SERVICES-U
8 /20	02/06/20	21	10031	-07 65534	5758 MARK FERNANDES		144.90	-144.90	WEED ABATEMENT SERVICES-U
8 /20	02/06/20	21	10031	-08 65534	5758 MARK FERNANDES		244.90	-244.90	WEED ABATEMENT SERVICES -
8 /20	02/06/20	21	10031	-09 65534	5758 MARK FERNANDES		144.90	-144.90	WEED ABATEMENT SERVICES -
8 /20	02/06/20	21	10031	-10 65534	5758 MARK FERNANDES		294.90	-294.90	WEED ABATEMENT SERVICES -
8 /20	02/06/20	21	10031	-11 65534	5758 MARK FERNANDES		1,200.00	-1,200.00	WEED ABATEMENT SERVICES -
8 /20	02/06/20	21	10031	-12 65534	5758 MARK FERNANDES		1,200.00	-1,200.00	WEED ABATEMENT SERVICES -
TOTAL					WEED ABATEMENT	.00	4,774.50	-4,774.50	
4380					RENTALS & LEASES				
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		258.07	.00	PRINTER/COPIER
TOTAL					RENTALS & LEASES	.00	258.07	.00	
TOTAL					FIRE	.00	18,335.09	-4,774.50	

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

PEI - FUND ACCOUNTING

PEI
DATE: 02/13/2020
TIME: 10:21:40

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

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 - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4380									RENTALS & LEASES

PEI
DATE: 02/13/2020
TIME: 10:21:40

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

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 - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4320									
8 /20	02/06/20 21			65536	3022 FIRST BANKCARD		135.00	.00	MEMBERSHIP DUES
TOTAL						.00	135.00	.00	
4340									
8 /20	02/06/20 21			65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL						.00	4.00	.00	
4380									
8 /20	02/06/20 21			65551	5977 GREATAMERICA FIN		108.41	.00	PRINTER/COPIER
TOTAL						.00	108.41	.00	
TOTAL						.00	247.41	.00	

PEI
DATE: 02/13/2020
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
AUDIT11

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 - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING SUPPLIES						
8 /20	02/06/20	21		65569	5396 OFFICE DEPOT		16.94	.00	INDEX.,PKT, DBL
8 /20	02/06/20	21		65569	5396 OFFICE DEPOT		13.13	.00	CALENDAR, LAMP
TOTAL			OPERATING SUPPLIES			.00	30.07	.00	
4340			UTILITIES						
8 /20	02/06/20	21		65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL			UTILITIES			.00	4.00	.00	
4380			RENTALS & LEASES						
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		342.09	.00	PRINTER/COPIER
TOTAL			RENTALS & LEASES			.00	342.09	.00	
TOTAL			PUBLIC WORKS			.00	376.16	.00	

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FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	8 /20	02/06/20 21		65571	0363 PG&E		336.11	.00	12/24/2019-01/23/2020
	8 /20	02/06/20 21		65530	6685 DIRECTTV		9.90	.00	01/05/2020-02/04/2020
	8 /20	02/06/20 21		65575	0363 PG&E		67.14	.00	12/24/2019-01/23/2020
TOTAL		UTILITIES				.00	413.15	.00	
TOTAL		STREETS				.00	413.15	.00	

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ACCOUNTING PERIOD: 8/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /20	02/06/20	21		65544	3022 FIRST BANKCARD		101.14	.00	TC WHITEWOOD BOA
8 /20	02/06/20	21		65592	0474 WEST VALLEY SUPP		51.40	.00	PURPLE PRIMER
8 /20	02/06/20	21	C630 -01	65544	3022 FIRST BANKCARD		709.00	-709.00	SCHONSTEDT PROPERTY PIN D
TOTAL					OPERATING SUPPLIES	.00	861.54	-709.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /20	02/06/20	21		65518	2914 AAA QUALITY SERV		120.27	.00	POTTY RENTAL
8 /20	02/06/20	21		65566	7109 MAURICE A. HOUST		200.00	.00	LEMOORE LIONS PARK
TOTAL					PROFESSIONAL CONTRACT SVC	.00	320.27	.00	
TOTAL					PARKS	.00	1,181.81	-709.00	

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ACCOUNTING PERIOD: 8/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /20	02/06/20	21		65526	6150 CLASSIC SOCCER		193.05	.00	HANNOVER ADULT JERSEY
8 /20	02/06/20	21		65545	3022 FIRST BANKCARD		54.69	.00	MATERIAL FOR JR. OUTL
8 /20	02/06/20	21		65545	3022 FIRST BANKCARD		15.12	.00	WITNESS FOR FITNESS
8 /20	02/06/20	21	9980	-01 65580	T1407 ERIC POLK		500.00	-500.00	2020 RECREATION GUIDE ADV
8 /20	02/06/20	21	9980	-02 65580	T1407 ERIC POLK		1,500.00	-1,500.00	2020 RECREATION GUIDE DES
8 /20	02/06/20	21		65578	5829 JONES BOYS, LLC		311.03	.00	POLO STAFF LOGO
8 /20	02/06/20	21		65545	3022 FIRST BANKCARD		250.00	.00	EXTRA CHAIRS FOR RENT
TOTAL					OPERATING SUPPLIES	.00	2,823.89	-2,000.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /20	02/06/20	21		65517	6994 TY HODGE		234.00	.00	RECREATION LEADER/ATT
8 /20	02/06/20	21		65519	0040 LARRY AVILA		520.00	.00	RECREATION LEADER/ATT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	754.00	.00	
4380					RENTALS & LEASES				
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		765.54	.00	PRINTER/COPIER
TOTAL					RENTALS & LEASES	.00	765.54	.00	
TOTAL					RECREATION	.00	4,343.43	-2,000.00	

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ACCOUNTING PERIOD: 8/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220				OPERATING SUPPLIES				
8 /20 02/06/20 21			65543	3022 FIRST BANKCARD		468.00	.00	EMAIL
8 /20 02/06/20 21			65595	3022 FIRST BANKCARD		468.00	.00	EMAIL
8 /20 02/06/20 21			65595	3022 FIRST BANKCARD		56.00	.00	OFFICE 365
8 /20 02/06/20 21			65595	3022 FIRST BANKCARD		78.00	.00	SONIC WALL RENEWAL
8 /20 02/06/20 20			65543	3022 FIRST BANKCARD		-56.00	.00	OFFICE 365
8 /20 02/06/20 20			65543	3022 FIRST BANKCARD		-78.00	.00	SONIC WALL RENEWAL
8 /20 02/06/20 20			65543	3022 FIRST BANKCARD		-468.00	.00	EMAIL
8 /20 02/06/20 21			65543	3022 FIRST BANKCARD		78.00	.00	SONIC WALL RENEWAL
8 /20 02/06/20 21			65543	3022 FIRST BANKCARD		56.00	.00	OFFICE 365
TOTAL				OPERATING SUPPLIES	.00	602.00	.00	
4310				PROFESSIONAL CONTRACT SVC				
8 /20 02/06/20 21			65590	5818 UNWIRED BROADBAN		98.55	.00	ADDITIONAL DISK
8 /20 02/06/20 21			65590	5818 UNWIRED BROADBAN		98.55	.00	ADDITIONAL DISK
8 /20 02/06/20 21			65590	5818 UNWIRED BROADBAN		210.00	.00	ASYMMETRICAL 21 MBPS
TOTAL				PROFESSIONAL CONTRACT SVC	.00	407.10	.00	
4340				UTILITIES				
8 /20 02/06/20 21			65586	6266 SPARKLETTS		4.00	.00	WATER SVC
TOTAL				UTILITIES	.00	4.00	.00	
4380				RENTALS & LEASES				
8 /20 02/06/20 21			65551	5977 GREATAMERICA FIN		2.72	.00	PRINTER/COPIER
TOTAL				RENTALS & LEASES	.00	2.72	.00	
TOTAL				INFORMATION TECHNOLOGY	.00	1,015.82	.00	

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ACCOUNTING PERIOD: 8/20

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
8 /20	02/06/20	21		65595	3022 FIRST BANKCARD		78.40	.00	ITEMS FOR RMA ELECTRI
8 /20	02/06/20	21		65595	3022 FIRST BANKCARD		103.67	.00	CALIFORNIA & FEDERAL
8 /20	02/06/20	21		65595	3022 FIRST BANKCARD		241.77	.00	FOOD FOR ELECTRICAL T
8 /20	02/06/20	21		65595	3022 FIRST BANKCARD		31.30	.00	PENCILS/ PENS
8 /20	02/06/20	21		65595	3022 FIRST BANKCARD		41.78	.00	RESERVE OFFICER PANEL
8 /20	02/06/20	20		65543	3022 FIRST BANKCARD		-78.40	.00	ITEMS FOR RMA ELECTRI
8 /20	02/06/20	20		65543	3022 FIRST BANKCARD		-103.67	.00	CALIFORNIA & FEDERAL
8 /20	02/06/20	20		65543	3022 FIRST BANKCARD		-241.77	.00	FOOD FOR ELECTRICAL T
8 /20	02/06/20	20		65543	3022 FIRST BANKCARD		-31.30	.00	PENCILS/PENS
8 /20	02/06/20	20		65543	3022 FIRST BANKCARD		-41.78	.00	RESERVE OFFICER PANEL
8 /20	02/06/20	21		65543	3022 FIRST BANKCARD		241.77	.00	FOOD FOR ELECTRICAL T
8 /20	02/06/20	21		65543	3022 FIRST BANKCARD		41.78	.00	RESERVE OFFICER PANEL
8 /20	02/06/20	21		65543	3022 FIRST BANKCARD		31.30	.00	PENCILS/PENS
8 /20	02/06/20	21		65543	3022 FIRST BANKCARD		103.67	.00	CALIFORNIA & FEDERAL
8 /20	02/06/20	21		65543	3022 FIRST BANKCARD		78.40	.00	ITEMS FOR RMA ELECTRI
TOTAL					OPERATING SUPPLIES	.00	496.92	.00	
4310					PROFESSIONAL CONTRACT SVC				
8 /20	02/06/20	21		65558	6543 KINGS INDUSTRIAL		212.00	.00	PHYSICAL EXAM
8 /20	02/06/20	21 10121	-01	65559	6080 LEE CENTRAL CALI		529.50	-529.50	ADVERTISEMENT FOR POLICE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	741.50	-529.50	
4340					UTILITIES				
8 /20	02/06/20	21		65586	6266 SPARKLETTS		3.97	.00	WATER SVC
TOTAL					UTILITIES	.00	3.97	.00	
4380					RENTALS & LEASES				
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		338.60	.00	PRINTER/COPIER
TOTAL					RENTALS & LEASES	.00	338.60	.00	
4980					LEGAL EXPENSE				
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		2,254.49	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	2,254.49	.00	
TOTAL					HUMAN RESOURCES	.00	3,835.48	-529.50	

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FUND - 001 - GENERAL FUND
BUDGET UNIT - 5717 - CITYWIDE ADA COMPLIANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
8 /20	02/06/20	21		65555	7144 JRS TREE SERVICE		325.00	.00	REMOVE TREE AT 179 BA
TOTAL						.00	325.00	.00	
TOTAL						.00	325.00	.00	
TOTAL						.00	88,828.85	-56,217.62	

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ACCOUNTING PERIOD: 8/20

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4010									
8 /20	02/06/20	21		65593	T2399 MATTHEW WILDES		177.98	.00	BOOTS REIMBURSEMENT
TOTAL						.00	177.98	.00	
4220									
8 /20	02/06/20	21		65584	7143 SAFETY VISION		185.00	.00	PGTAIL & PWRHRNS- LED
8 /20	02/06/20	21		65584	7143 SAFETY VISION		185.00	.00	PGTAIL & PWRHRNS-LED
8 /20	02/06/20	21		65536	3022 FIRST BANKCARD		343.00	.00	CITRUS CLEANER & DEGR
8 /20	02/06/20	21	10109 -01	65582	6323 QUINN COMPANY		1,278.00	-1,278.00	RESEALED TWO LIFT CYLINDE
TOTAL						.00	1,991.00	-1,278.00	
4220F									
8 /20	02/06/20	21		65537	3022 FIRST BANKCARD		39.69	.00	FUEL-UNIT 68-ELLSWORT
TOTAL						.00	39.69	.00	
4230									
8 /20	02/06/20	21		65560	0314 LEMOORE AUTO SUP		186.50	.00	HYDRAULIC HOSE
8 /20	02/06/20	21		65536	3022 FIRST BANKCARD		540.06	.00	WATER PUMP ASSEMBLY F
TOTAL						.00	726.56	.00	
4310									
8 /20	02/06/20	21	10120 -01	65565	7030 MITCHELL 1		2,400.00	-2,400.00	MITCHELL ON DEMAND
TOTAL						.00	2,400.00	-2,400.00	
4350									
8 /20	02/06/20	21	10117 -01	65529	5289 CUMMINS PACIFIC,		24,213.17	-24,213.17	OVERHAUL OF ENGINE INCLUD
8 /20	02/06/20	21	9753 -01	65522	0056 BILLINGSLEY TIRE		25.00	-25.00	TIRE REPAIR/REPLACEMENT B
8 /20	02/06/20	21	9753 -01	65522	0056 BILLINGSLEY TIRE		145.00	-145.00	TIRE REPAIR/REPLACEMENT B
8 /20	02/06/20	21	9753 -01	65522	0056 BILLINGSLEY TIRE		561.36	-561.36	TIRE REPAIR/REPLACEMENT B
8 /20	02/06/20	21	9753 -01	65522	0056 BILLINGSLEY TIRE		561.36	-561.36	TIRE REPAIR/REPLACEMENT B
TOTAL						.00	25,505.89	-25,505.89	
4380									
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		103.62	.00	PRINTER/COPIER
TOTAL						.00	103.62	.00	
TOTAL						.00	30,944.74	-29,183.89	
TOTAL						.00	30,944.74	-29,183.89	

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SELECTION CRITERIA: transact.yr='20' and transact.fund between '001' and '500' and transact.batch='VM020720'
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FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K									
									COST OF REVENUE-KITCHEN
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		101.01	.00	FOODSTUFF
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		196.20	.00	FOODSTUFF
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		33.62	.00	FOODSTUFF
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		600.79	.00	FOODSTUFF
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		649.65	.00	FOODSTUFF
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		396.33	.00	FOODSTUFF
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		340.64	.00	FOODSTUFF
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		281.32	.00	FOODSTUFF
TOTAL						.00	2,599.56	.00	
									COST OF REVENUE-KITCHEN
4220M									
									OPERATING SUPPLIES MAINT.
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		3.52	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		22.23	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		23.01	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		35.09	.00	COURSE SUPPLY
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		35.27	.00	BATHROOM FIXTURE
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		42.86	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		47.18	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		216.58	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		98.01	.00	COURSE SUPPLIES
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		87.14	.00	BLOWER CLUBHOUSE AREA
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		59.88	.00	BATHROOM FIXTURE
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		53.30	.00	COURSE SUPPLIES
TOTAL						.00	724.07	.00	
									OPERATING SUPPLIES MAINT.
4220P									
									OPERATING SUPPLIES-PRO SH
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		76.13	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		50.75	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		42.70	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		23.37	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		23.05	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		11.25	.00	FIRST AID-GOLF SHOP
TOTAL						.00	227.25	.00	
									OPERATING SUPPLIES-PRO SH
4291									
									MISCELLANEOUS EXPENSES
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		11.95	.00	POSTAGE- GOLF SHOP
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		17.09	.00	TOM RINGER-REIMBURSE
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		1.00	.00	VISA MACHINE TEST
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		1.00	.00	VISA MACHINE TEST
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		10.00	.00	EMPLOYMENT AD
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		39.00	.00	FINANCE CHARGE
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		39.68	.00	BUSINESS CARDS- TOM
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		55.00	.00	POSTAGE-GOLF SHOP
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		99.33	.00	SIGNAGE FOR CLUBHOUSE
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		117.40	.00	FIRST AID KIT FOR MAI
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		273.19	.00	JR. GOLF TROPHIES

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4291									
8 /20	02/06/20	21		65561	0297 LEMOORE CANAL &		276.00	.00	953 CITY/LAGUNA
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		240.00	.00	XMAS GIFT CARDS EMPLO
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		312.85	.00	INTEREST CHARGE
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		450.00	.00	XMAS GIFT CARDS EMPLO
TOTAL						.00	1,943.49	.00	
4340									
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		133.21	.00	CLUBHOUSE CABLE
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		133.21	.00	CLUBHOUSE CABLE
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		179.40	.00	PHONE SERVICE
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		179.40	.00	INTERNET/PHONE
8 /20	02/06/20	21		65585	0423 SOCALGAS		180.79	.00	12/12/2019-01/13/2020
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		214.63	.00	PHONE SERVICE
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		190.83	.00	FOODSTUFFS
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		81.56	.00	PHONE EXPENSE
8 /20	02/06/20	21		65549	3022 FIRST BANKCARD		53.50	.00	PHONE EXPENSE
8 /20	02/06/20	21		65548	3022 FIRST BANKCARD		53.50	.00	PHONE/INTERNET
8 /20	02/06/20	21		65585	0423 SOCALGAS		15.78	.00	12/12/2019-01/13/2020
TOTAL						.00	1,415.81	.00	
4382									
8 /20	02/06/20	20	9846	-01 65579	6447 PNC EQUIPMENT FI		-2,291.40	2,291.40	GOLF CART FLEET LEASE
8 /20	02/06/20	21	9846	-01 65579	6447 PNC EQUIPMENT FI		2,291.40	-2,291.40	GOLF CART FLEET LEASE
TOTAL						.00	.00	.00	
TOTAL						.00	6,910.18	.00	
TOTAL						.00	6,910.18	.00	

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ACCOUNTING PERIOD: 8/20

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	8 /20	02/06/20	21						
	8 /20	02/06/20	21	65547	3022 FIRST BANKCARD		16.06	.00	CALENDARS
	8 /20	02/06/20	21	65533	5866 FASTENAL COMPANY		7.51	.00	BOSS RPL O-RING
TOTAL						.00	23.57	.00	
4220CH									
	8 /20	02/06/20	21	9830 -01 65589	6058 UNIVAR		475.04	-475.04	BLANKET PO 12.5% SODIUM H
	8 /20	02/06/20	21	9830 -01 65589	6058 UNIVAR		847.35	-847.35	BLANKET PO 12.5% SODIUM H
	8 /20	02/06/20	21	9830 -01 65589	6058 UNIVAR		847.35	-847.35	BLANKET PO 12.5% SODIUM H
	8 /20	02/06/20	21	9830 -01 65589	6058 UNIVAR		1,062.46	-1,062.46	BLANKET PO 12.5% SODIUM H
	8 /20	02/06/20	21	9830 -01 65589	6058 UNIVAR		1,757.43	-1,757.43	BLANKET PO 12.5% SODIUM H
TOTAL						.00	4,989.63	-4,989.63	
4230									
	8 /20	02/06/20	21						
	8 /20	02/06/20	21	65533	5866 FASTENAL COMPANY		265.07	.00	ALUM SLEEVE
	8 /20	02/06/20	21	65533	5866 FASTENAL COMPANY		5.15	.00	ALUM, SLEEVE/THMBL
	8 /20	02/06/20	21	65592	0474 WEST VALLEY SUPP		34.85	.00	STUBBY VALVE BOX
	8 /20	02/06/20	21	65547	3022 FIRST BANKCARD		46.71	.00	POSTS
TOTAL						.00	351.78	.00	
4310									
	8 /20	02/06/20	21						
	8 /20	02/06/20	21	65581	0020 PRAXAIR DISTRIBU		36.20	.00	SPEC HIGH PRESSURE
	8 /20	02/06/20	21	65518	2914 AAA QUALITY SERV		98.79	.00	POTTY RENTAL
	8 /20	02/06/20	21	65518	2914 AAA QUALITY SERV		126.97	.00	POTTY RENTAL
	8 /20	02/06/20	21	65552	5814 CITY OF HANFORD		3,893.23	.00	DISPATCH SERVICES
	8 /20	02/06/20	21	10103 -01 65594	6694 WILL DAN FINAN CIA		950.00	-950.00	2019 WATER BOND ANNUAL BO
TOTAL						.00	5,105.19	-950.00	
4310LAB									
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		17.00	-17.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		28.00	-28.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		28.00	-28.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		28.00	-28.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		51.00	-51.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		51.00	-51.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		112.00	-112.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		112.00	-112.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		112.00	-112.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		112.00	-112.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		120.00	-120.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		120.00	-120.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		120.00	-120.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		120.00	-120.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		120.00	-120.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		120.00	-120.00	BLANKET PO ANALYTICAL TES
	8 /20	02/06/20	21	9831 -01 65524	1397 BSK ANALYTICAL L		483.75	-483.75	BLANKET PO ANALYTICAL TES
TOTAL						.00	1,734.75	-1,734.75	

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

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					UTILITIES				
4340					UTILITIES				
8 /20	02/06/20	21		65595	3022 FIRST BANKCARD		6.00	.00	SCADA APP
8 /20	02/06/20	20		65543	3022 FIRST BANKCARD		-6.00	.00	SCADA APP
8 /20	02/06/20	21		65574	0363 PG&E		16,369.15	.00	11/18/2019-01/12/20
8 /20	02/06/20	21		65586	6266 SPARKLETTS		66.53	.00	WATER SVC
8 /20	02/06/20	21		65585	0423 SOCALGAS		50.00	.00	12/19/2019-01/21/2020
8 /20	02/06/20	21		65577	6627 PG&E NON ENERGY		49.59	.00	NUCLEAR DECOMMISSIONI
8 /20	02/06/20	21		65543	3022 FIRST BANKCARD		6.00	.00	SCADA APP
8 /20	02/06/20	21		65530	6685 DIRECTTV		9.90	.00	01/05/2020-02/04/2020
TOTAL					UTILITIES	.00	16,551.17	.00	
4360					TRAINING				
8 /20	02/06/20	21		65527	6239 COUNTY OF KINGS		100.00	.00	PESTICIDE TRAINING
8 /20	02/06/20	21		65528	6239 COUNTY OF KINGS		120.00	.00	PESTICIDE TRAINING
8 /20	02/06/20	21	10116 -01	65525	1999 CALIFORNIA RURAL		1,125.00	-1,125.00	CA DISTRIBUTION CERTIFICA
TOTAL					TRAINING	.00	1,345.00	-1,125.00	
4380					RENTALS & LEASES				
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		185.48	.00	PRINTER/COPIER
TOTAL					RENTALS & LEASES	.00	185.48	.00	
4980					LEGAL EXPENSE				
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		62.88	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	62.88	.00	
TOTAL					WATER	.00	30,349.45	-8,799.38	

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ACCOUNTING PERIOD: 8/20

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
8 /20	02/06/20	21		65531	6405 EINERSON'S PREPR		191.91	.00	WINDOW ENVELOPES
TOTAL						.00	191.91	.00	
4330									
8 /20	02/06/20	21	9735	-04 65553	5546 INFOSEND		1,418.69	-1,418.69	STATEMENTS - PRINTING
TOTAL						.00	1,418.69	-1,418.69	
4335									
8 /20	02/06/20	21	9735	-03 65553	5546 INFOSEND		2,638.02	-2,638.02	POSTAGE- STATEMENTS
TOTAL						.00	2,638.02	-2,638.02	
4340									
8 /20	02/06/20	21		65586	6266 SPARKLETTS		14.50	.00	WATER SVC
TOTAL						.00	14.50	.00	
4380									
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		210.96	.00	PRINTER/COPIER
TOTAL						.00	210.96	.00	
TOTAL					UTILITY OFFICE	.00	4,474.08	-4,056.71	
TOTAL					WATER	.00	34,823.53	-12,856.09	

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ACCOUNTING PERIOD: 8/20

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
8 /20	02/06/20	21		65536	3022 FIRST BANKCARD		23.12	.00	OFFICE SUPPLIES
8 /20	02/06/20	21		65536	3022 FIRST BANKCARD		294.94	.00	MISCELLANEOUS SUPPLIE
TOTAL						.00	318.06	.00	
4230									
8 /20	02/06/20	21	9889	-01 65567	0345 MORGAN & SLATES,		904.86	-904.86	BELLY PANS FOR DUMPSTERS
TOTAL						.00	904.86	-904.86	
4310									
8 /20	02/06/20	21		65552	5814 CITY OF HANFORD		3,893.23	.00	DISPATCH SERVICES
TOTAL						.00	3,893.23	.00	
4340									
8 /20	02/06/20	21		65530	6685 DIRECTTV		9.90	.00	01/05/2020-02/04/2020
TOTAL						.00	9.90	.00	
4380									
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		327.80	.00	PRINTER/COPIER
TOTAL						.00	327.80	.00	
4980									
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		423.03	.00	PROFESSIONAL SERVICES
TOTAL						.00	423.03	.00	
TOTAL						.00	5,876.88	-904.86	
TOTAL						.00	5,876.88	-904.86	

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ACCOUNTING PERIOD: 8/20

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
8 /20	02/06/20	21		65547	3022 FIRST BANKCARD		481.55	.00	TOOLS JIGSAW, GRINDER
TOTAL						.00	481.55	.00	
4230									
8 /20	02/06/20	21		65550	0521 GRAINGER		467.86	.00	CLAMP METER
8 /20	02/06/20	21		65547	3022 FIRST BANKCARD		47.51	.00	SUPPLIES
8 /20	02/06/20	21		65547	3022 FIRST BANKCARD		114.64	.00	PEGBOARD, HOOKS, TOOL
8 /20	02/06/20	21		65550	0521 GRAINGER		87.92	.00	SLEEVE COUPLING INTSE
TOTAL						.00	717.93	.00	
4310									
8 /20	02/06/20	21		65552	5814 CITY OF HANFORD		3,893.23	.00	DISPATCH SERVICES
8 /20	02/06/20	21	10118 -01	65564	7140 MISSION COMMUNIC		563.40	-563.40	SP850-12R ANNUAL SERVICE
TOTAL						.00	4,456.63	-563.40	
4340									
8 /20	02/06/20	21		65573	0363 PG&E		11,898.34	.00	12/19/2019-01/20/2020
8 /20	02/06/20	21		65576	0363 PG&E		24.64	.00	12/18/2019-01/16/2020
8 /20	02/06/20	21		65530	6685 DIRECTTV		9.90	.00	01/05/2020-02/04/2020
8 /20	02/06/20	21		65586	6266 SPARKLETTS		16.53	.00	WATER SVC
TOTAL						.00	11,949.41	.00	
4350									
8 /20	02/06/20	21		65570	4064 OVERHEAD TECHNOL		225.98	.00	PROTEC ANNUAL PM SERV
8 /20	02/06/20	21	10099 -01	65520	2410 BENNETT & BENNET		165.86	-165.86	CEMENT INGREDIENTS FOR CO
8 /20	02/06/20	21	10099 -02	65520	2410 BENNETT & BENNET		803.67	-803.67	LABOR AND EQUIPMENT FOR C
8 /20	02/06/20	21	10099 -03	65520	2410 BENNETT & BENNET		12.02	-12.02	TAX
TOTAL						.00	1,207.53	-981.55	
4380									
8 /20	02/06/20	21		65551	5977 GREATAMERICA FIN		100.27	.00	PRINTER/COPIER
TOTAL						.00	100.27	.00	
4980									
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		28.59	.00	PROFESSIONAL SERVICES
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		325.85	.00	PROFESSIONAL SERVICES
8 /20	02/06/20	21		65562	5609 LOZANO SMITH, LL		240.10	.00	PROFESSIONAL SERVICES
TOTAL						.00	594.54	.00	
TOTAL						.00	19,507.86	-1,544.95	
TOTAL						.00	19,507.86	-1,544.95	

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

FUND - 201 - LLMD ZONE 1
BUDGET UNIT - 4851 - LLMD ZONE 1 WESTFIELD

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		81.94	.00	12/23/2019-01/22/2020
TOTAL						.00	81.94	.00	
TOTAL						.00	81.94	.00	
TOTAL						.00	81.94	.00	

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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
BUDGET UNIT - 4853 - LLMD ZONE 3 SILVA ESTATES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		50.95	.00	12/23/2019-01/22/2020
TOTAL						.00	50.95	.00	
TOTAL						.00	50.95	.00	
TOTAL						.00	50.95	.00	

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

FUND - 206 - LLMD ZONE 6 CAPISTRANO
BUDGET UNIT - 4856 - LLMD ZONE 6 CAPISTRANO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		10.19	.00	12/23/2019-01/22/2020
TOTAL						.00	10.19	.00	
TOTAL					LLMD ZONE 6 CAPISTRANO	.00	10.19	.00	
TOTAL					LLMD ZONE 6 CAPISTRANO	.00	10.19	.00	

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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
BUDGET UNIT - 4858B - LLMD ZONE 8B GREENS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		10.19	.00	12/23/2019-01/22/2020
TOTAL						.00	10.19	.00	
TOTAL						.00	10.19	.00	
TOTAL						.00	10.19	.00	

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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
BUDGET UNIT - 4860 - LLMD ZONE 10 AVALON

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		20.38	.00	12/23/2019-01/22/2020
TOTAL						.00	20.38	.00	
TOTAL						.00	20.38	.00	
TOTAL						.00	20.38	.00	

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

FUND - 212 - LLMD ZONE 12 SUMMERWIND
BUDGET UNIT - 4862 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		22.83	.00	12/23/2019-01/22/2020
TOTAL						.00	22.83	.00	
TOTAL						.00	22.83	.00	
TOTAL						.00	22.83	.00	

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

FUND - 251 - PFMD ZONE 1
BUDGET UNIT - 4871 - PFMD ZONE 1

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		39.33	.00	12/23/2019-01/22/2020
TOTAL						.00	39.33	.00	
TOTAL						.00	39.33	.00	
TOTAL						.00	39.33	.00	

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

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
8 /20	02/06/20	21	9872	-01 65532	5637 EMTS, INC.		1,785.00	-1,785.00	YEARLY MAINTENANCE FOR LA
TOTAL						.00	1,785.00	-1,785.00	
4340									
8 /20	02/06/20	21		65572	0363 PG&E		49.76	.00	12/23/2019-01/22/2020
TOTAL						.00	49.76	.00	
TOTAL					PFMD ZONE 2	.00	1,834.76	-1,785.00	
TOTAL					PFMD ZONE 2	.00	1,834.76	-1,785.00	

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

FUND - 253 - PFMD ZONE 3
BUDGET UNIT - 4873 - PFMD ZONE 3

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
8 /20	02/06/20	21	9871	-01 65532	5637 EMTS, INC.		952.00	-952.00	YEARLY MAINTENANCE FOR LA
TOTAL						.00	952.00	-952.00	
4340									
8 /20	02/06/20	21		65572	0363 PG&E		10.24	.00	12/23/2019-01/22/2020
TOTAL						.00	10.24	.00	
TOTAL						.00	962.24	-952.00	
TOTAL						.00	962.24	-952.00	

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

FUND - 254 - PFMD ZONE 4
BUDGET UNIT - 4874 - PFMD ZONE 4

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		34.48	.00	12/23/2019-01/22/2020
TOTAL						.00	34.48	.00	
TOTAL			PFMD ZONE 4			.00	34.48	.00	
TOTAL			PFMD ZONE 4			.00	34.48	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

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

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
8 /20	02/06/20	21		65572	0363 PG&E		96.10	.00	12/23/2019-01/22/2020
TOTAL						.00	96.10	.00	
TOTAL						.00	96.10	.00	
TOTAL						.00	96.10	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

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

FUND - 256 - PFMD ZONE 6
BUDGET UNIT - 4876 - PFMD ZONE 6

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
8 /20	02/06/20	21	9873	-01 65532	5637 EMTS, INC.		650.00	-650.00	YEARLY MAINTENANCE FOR LA
TOTAL						.00	650.00	-650.00	
TOTAL						.00	650.00	-650.00	
TOTAL						.00	650.00	-650.00	
TOTAL						.00	650.00	-650.00	
TOTAL						.00	190,705.43	-104,094.41	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM020720'
ACCOUNTING PERIOD: 8/20

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
8 /20	02/06/20	21	65521	7031 BEST BUY MARKET		59.12	PW VENDING
8 /20	02/06/20	21	65541	3022 FIRST BANKCARD		399.40	REASON FOR THE SEASON
8 /20	02/06/20	21	65541	3022 FIRST BANKCARD		18.65	SALES TAX
8 /20	02/06/20	21	65541	3022 FIRST BANKCARD		965.38	REASON FOR THE SEASON
TOTAL			ACCOUNTS PAYABLE		.00	1,442.55	
2301			PRESENTS ON PATROL				
8 /20	02/06/20	21	65541	3022 FIRST BANKCARD	399.40		REASON FOR THE SEASON
8 /20	02/06/20	21	65541	3022 FIRST BANKCARD	18.65		SALES TAX
8 /20	02/06/20	21	65541	3022 FIRST BANKCARD	965.38		REASON FOR THE SEASON
TOTAL			PRESENTS ON PATROL		1,383.43	.00	
2308			EMPLOYEE APPRECIATION				
8 /20	02/06/20	21	65521	7031 BEST BUY MARKET	59.12		PW VENDING
TOTAL			EMPLOYEE APPRECIATION		59.12	.00	
TOTAL			GENERAL FUND		1,442.55	1,442.55	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='20' and transact.batch='VM020720'
ACCOUNTING PERIOD: 8/20

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
8 /20	02/06/20	21	65588	T2811 TERESA GOMEZ		150.00	REFUND- VET HALL
8 /20	02/06/20	21	65563	T2383 MAGALY MILLAN		250.00	REFUND-VET HALL
8 /20	02/06/20	21	65556	6788 KART		300.00	BUS PASSES
TOTAL			ACCOUNTS PAYABLE		.00	700.00	
2300			CUSTOMER DEPOSITS				
8 /20	02/06/20	21	65588	T2811 TERESA GOMEZ	150.00		REFUND- VET HALL
8 /20	02/06/20	21	65563	T2383 MAGALY MILLAN	250.00		REFUND-VET HALL
TOTAL			CUSTOMER DEPOSITS		400.00	.00	
2313			KART				
8 /20	02/06/20	21	65556	6788 KART	300.00		BUS PASSES
TOTAL			KART		300.00	.00	
TOTAL			TRUST & AGENCY		700.00	700.00	
TOTAL REPORT					2,142.55	2,142.55	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '1011' and '2021'AND transact.yr='20' and transact.batch='VM020720'
ACCOUNTING PERIOD: 8/20

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
1550							
8 /20	02/06/20	21	65595	3022 FIRST BANKCARD		278.23	INT CHG
8 /20	02/06/20	21	65595	3022 FIRST BANKCARD		39.00	FIN CHG
TOTAL				PREPAID EXPENSE	.00	317.23	
2020							
8 /20	02/06/20	21	65595	3022 FIRST BANKCARD	278.23		INT CHG
8 /20	02/06/20	21	65595	3022 FIRST BANKCARD	39.00		FIN CHG
TOTAL				ACCOUNTS PAYABLE	317.23	.00	
TOTAL				GENERAL FUND	317.23	317.23	
TOTAL REPORT					317.23	317.23	