Agenda # 7.11

City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, City Manager

DATE: June 27, 2016

SUBJECT: Senior Center Services: Sub-Recipient Agreement and Facility Use Agreement.

RECOMMENDED ACTION:
It is respectfully recommended that the City Council:

1) Approve and authorize the City Manager to execute the Sub-Recipient Agreement by and between the City of Farmersville and Community Services Employment Training for provision of enhanced activity and meal services at the Farmersville Senior Citizens Center located at 444 Gene Street, and

2) Approve and Authorize the Mayor to execute the Facility Use Agreement by and between the City of Farmersville and the Farmersville Senior Citizens Center located at 444 Gene Street.

BACKGROUND and DISCUSSION:
The 2014 grant awarded to the City of Farmersville (14-CDBG-9900) from the Community Development Block Grant program (CDBG) of the California Department of Housing and Community Development (HCD) originating from the U.S. Housing and Urban Development (HUD), provided funding to expand and enhance the delivery of services to elderly Farmersville residents at the Farmersville Senior Citizens Center (Senior Center) located at 444 Gene Street.

Initially, the City had sought to directly grant funds to the Farmersville Senior Center to expand and enhance their activity delivery, but it was mutually determined that the volunteer-based senior center did not have the internal capacity to manage the complexities associated with a CDBG grant and that a third party entity experienced with grant management and delivery would be needed to effectively carry-out the goal of expanding and enhancing services to Farmersville seniors and to comply and conform with complex State and Federal grant regulations.

The Community Services Employment Training Agency (CSET) was selected for this task as they successfully operate and manage several senior centers in Tulare County, including Woodlake and Porterville which have active and robust activities and services.

Activities:

The proposed agreement will allow the CSET to provide expanded and enhanced services to Farmersville's seniors as a sub-recipient of CDBG funds awarded to the City. These expanded and enhanced services primarily include, but are not limited to:

Activity #1 Provide well balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day.

Activity #2 Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals.

Activity #3 Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

Goals and Targets:

The goals of this partnership is to provide the following level of service per each grouping of activities to Farmerville residents as follows:

	Beneficiaries per Month	Beneficiaries Per Year
Activity #1	367 Average	3,427 Average
Activity #2	90 Average	330 Average
Activity #3	374 Average	3,492 Average

Budget and Term:

The proposed budget to provide for enhanced and expanded services to Farmersville's seniors is $139,535 under the term of the grant commencing on or about July 1, 2016 through October 31, 2017 with a possible extension of time requested from the State.

The Use Agreement:

The accompanying Facility Use Agreement is required by CA HCD to demonstrate site control to allow for the City's sub-recipient (vendor) CSET to deliver services at the building/property owned by Farmersville Senior Citizens Center Inc. since it is not owned, leased or controlled by the City.

COORDINATION & REVIEW:

The recommended action has been reviewed and coordinated with the City Attorney, CSET, Self Help Enterprises (the City's CDBG program manager) and the Farmerville Senior Citizens Center.

ALTERNATIVES:

None Proposed.

FISCAL IMPACT:

Approval of the recommendation would commit $139,535 in CDBG funds to deliver enhanced and expanded services to Farmersville senior citizens.

CONCLUSION:
It is respectfully recommended that the City Council:

1) Approve and authorize the City Manager to execute the Sub-Recipient Agreement by and between the City of Farmersville and Community Services Employment Training for provision of enhanced activity and meal services at the Farmersville Senior Citizens Center located at 444 Gene Street, and

2) Approve and Authorize the Mayor to execute the Facility Use Agreement by and between the City of Farmersville and the Farmersville Senior Citizens Center located at 444 Gene Street.
Attachment(s): 1 - Table of Requests and Recommendation

ATTCHMENT(S): 2

1. **Sub-Recipient Agreement**
2. **Facility Use Agreement**

Recommended By:

John Jansons, City Manager

SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN THE CITY OF FARMERSVILLE
AND
COMMUNITY SERVICES EMPLOYMENT TRAINING (CSET)
FOR
FARMERSVILLE CDBG SENIOR SERVICES

THIS AGREEMENT, entered this _____ day of _____, 2016 by and between the CITY OF FARMERSVILLE (herein called the "Grantee") and COMMUNITY SERVICES EMPLOYMENT TRAINING (CSET) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United states Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering Senior Services funded through in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Provide well balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day.

Activity #2 Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals.

Activity #3 Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

All services will be provided at the Farmersville Senior Citizens Center, 444 N. Gene Street, Farmersville, CA 93223.

General Administration

Subrecipient will maintain daily program attendance records. Subrecipient will maintain financial records of expenses consistent with the purposes of this grant. Timesheets will be maintained on grant-funded employees segregating CDBG grant hours.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the LMC Limited Clientele National Objective of serving Elderly Persons. This objective will be met by clientele self-certifying that they meet the age criteria established for this program and by providing services to age eligible elderly persons.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Beneficiaries per Month	Beneficiaries/Year
Activity #1	367 Average	3,427 Average
Activity #2	90 Average	330 Average
Activity #3	374 Average	3,492 Average

See Exhibit A, Goals and Performance Measures.

D. Staffing

Under Activity #1, the Subrecipient will contract with a provider to cook and serve meals to elderly persons. Meals will be served to elderly persons at the Farmersville Senior Center located at 444 N. Gene Avenue or delivered to their homes. The lunch program will ramp up from an initial number of 10 elderly persons to a target goal of 25 elderly persons

per day. Meals will be served Monday through Friday, except for days on or near holidays that the Center is closed.

Under Activity #2, the Subrecipient will staff the Farmersville Senior Center weekday afternoons during days of extreme heat to provide shelter by offering an air conditioned setting during the hottest part of the day for up to 50 elderly persons. The Center has a capacity of 88 persons as approved by the City Fire Marshall, so there is ample capacity to serve 50 persons. The Center will provide information to the community letting elderly residents know of this service. It is unlikely that 50 persons would come to the Center at one time; however, the Center will be capable of accommodating them.

Under Activity #3, the Subrecipient will provide social interaction to combat and prevent clinical depression in elderly persons. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to a target goal of 25 elderly persons per day.

The Subrecipient will contract with providers as necessary to have services available through these activities. It is anticipated that 76 hours per month will be allotted by providers to carry out these services.

Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2016, and end on the CDBG Grant 14-CDBG-9900 expenditure deadline of October 31, 2017, unless the Department approves a one-year, in which case the end date will extend to October 31, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Salaries	$37,804
Fringe	$15,553
Salary & Benefits Total	$53,357
Meals	$42,842
Payroll Processing Fees	$1,276
Testing/medical/fingerprints	$496
Office Supplies	$700
Outreach	$1,220
Printing	$591
Mileage Reimbursement	$746
Professional Fee/Contract Services	$550
General Liability	$1,922
Transportation	$10,827
Other – Activities	$9,615
Operations Total	$70,785
Indirect Costs (12.40%)	$15,394.00
Grand Total	$139,535

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $139,535 in CDBG Grant 14-CDBG-9900 funds. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

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

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

Grantee	Subrecipient
John Jansons, City Manager	Mary Alice Escarsega-Fechner
City of Farmersville	Community Services Employment Training (CSET)
909 W. Visalia Road	312 N.W. 3rd Avenue
Farmersville, CA 93223	Visalia, CA 93291
Phone: (559) 747-0458	Phone: (559) 732-4194, ext. 656
Fax: (559) 747-6724	Fax: (559) 733-3971

VI. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or

medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly/quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real

property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be

inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in

which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto;

provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers,

employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) 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:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written above.

City of Farmersville

By_____
City Manager

Attest_____
City Clerk

Countersigned:_____
Finance Director

Community Services Employment Training (CSET)

By Mary Ann Escarcega Federer
Executive Director

By Board Resolution Attached

Title_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

City Attorney

EXHIBIT A

GOALS AND PERFORMANCE MEASURES

ACTIVITY #1

LUNCH PROGRAM BREAKDOWN

Month	Meals per Day	Days per Month	Meals per Month	Meals per Year
2016				
Jul-16	6	20	120	
Aug-16	8	23	184	
Sep-16	8	22	176	
Oct-16	10	23	230	
Nov-16	10	22	220	
Dec-16	12	22	264	1,194
2017				
Jan-17	12	22	264	
Feb-17	14	20	280	
Mar-17	14	23	322	
Apr-17	15	20	300	
May-17	15	23	345	
Jun-17	16	22	352	
Jul-17	16	21	336	
Aug-17	18	23	414	
Sep-17	18	21	378	
Oct-17	19	22	418	
Nov-17	20	22	440	
Dec-17	20	21	420	4,269
Jan-00				
Jan-18	20	23	460	
Feb-18	20	20	400	
Mar-18	21	22	462	
Apr-18	22	21	462	
May-18	22	23	506	
Jun-18	22	21	462	
Jul-18	23	22	506	
Aug-18	23	23	529	
Sep-18	24	20	480	
Oct-18	24	23	552	4,819
Total			10,282	10,282
Average	17	22	367	3,427

ACTIVITY #2

COOLING CENTER BREAKDOWN

Month	Days Over 100 Degrees	Persons Cooled per Day	Persons Cooled Per Month	Persons Cooled per Year
2016				
Jul-16	8	10	80	
Aug-16	9	10	90	
Sep-16	8	10	80	250
2017				
Jun-17	4	10	40	
Jul-17	16	10	160	
Aug-17	9	10	90	
Sep-17	8	10	80	370
2018				
Jun-18	4	10	40	
Jul-18	16	10	160	
Aug-18	9	10	90	
Sep-18	8	10	80	370
Total		110	990	990
Average	9	10	90	330

Based on 2014 NOAA Data for Hanford CA

ACTIVITY #3

SOCIAL INTERACTION BREAKDOWN

Month	Social Interaction per Day*	Days per Month	Social Interaction per Month	Social Interaction per Year
2016				
Jul-16	8	20	160	
Aug-16	8	23	184	
Sep-16	10	22	220	
Oct-16	10	23	230	
Nov-16	12	22	264	
Dec-16	13	22	286	1,344
2017				
Jan-17	13	22	286	
Feb-17	14	20	280	
Mar-17	14	23	322	
Apr-17	15	20	300	
May-17	15	23	345	
Jun-17	16	22	352	
Jul-17	16	21	336	
Aug-17	18	23	414	
Sep-17	18	21	378	
Oct-17	19	22	418	
Nov-17	20	22	440	
Dec-17	20	21	420	4,291
2018				
Jan-18	20	23	460	
Feb-18	20	20	400	
Mar-18	21	22	462	
Apr-18	22	21	462	
May-18	22	23	506	
Jun-18	22	21	462	
Jul-18	23	22	506	
Aug-18	24	23	552	
Sep-18	24	20	480	
Oct-18	24	23	552	4,842
Total			10,477	10,477
Average	17	22	374	3,492

*Based on number of persons.

CSET
Community Services
Employment Training

CSET Board Of Directors
Resolution

Whereas, the CSET Board of Directors is the governing body for Community Services & Employment Training, Inc. (CSET), a private nonprofit corporation doing business in the State of California, and

Whereas, the CSET Board of Directors has designated Mary Alice Escarsega-Fechner as the Executive Director and official representative of CSET, and

Whereas, the CSET Board of Directors authorizes the Executive Director to enter into all contracts, agreements, memoranda of understanding, and other arrangements that advance the mission of CSET,

Now, therefore, be it resolved that Mary Alice Escarsega-Fechner is authorized to sign all contracts, agreements, memoranda of understanding, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to CSET programs.

This resolution is in full force and effect as of July 1, 2016 and will be renewed annually thereafter.

Signed: Robert E. Barnes, Jr. Date: 6-16-16
Board Chairperson

Signed: Yolanda Becerra Date: 6-16-16
Board Secretary

Attest: Mary Alice Escarsega-Fechner Date: 6-16-2016
Executive Director

312 N.W. 3rd Avenue
Visalia, CA 93291

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(559) 732-4194
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(559) 733-3971
www.cset.org
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(559) 651-1030
Earlimart
(661) 849-2960
Porterville
(559) 788-1440
Tulare
(559) 684-1987
Cutler/Orosi
(559) 528-1095
Pixley
(559) 757-1601

Attachment 2

July 1, 2016

Fereleen Schultz
FARMERSVILLE SENIOR CITIZENS, INC.
444 North Gene Street
Farmersville, California 93223

RE: Senior Center Use Agreement

Thank you for agreeing to allow the City of Farmersville to use your facility to provide CDBG-funded senior services. This correspondence is intended to confirm the terms of our understanding ("**Agreement**") and is required in order for the City to secure CDBG funding. If your board of directors is in agreement, please have the appropriate officials sign at the bottom and return the original to us. If you desire a duplicate original, please sign two originals and we will return one to you after the City Council approves and signs.

1. This Agreement is entered into by and between City of Farmersville ("**CITY**"), as Licensee, and the FARMERSVILLE SENIOR CITIZENS, INC. ("**FSCI**") as Licensor.

Description of Property

2. FSCI is the owner or lessee of certain real property situated in the City of Farmersville known as the Farmersville Senior Center and located at 444 North Gene Street, Farmersville, California ("**Senior Center**").

Grant of License

3. In consideration for and in accordance with the terms and conditions of this Agreement, FSCI grants to the CITY a license to perform the following acts at the Senior Center:

a. At no cost to the CITY, the CITY and its grant subrecipient and contractors shall have exclusive use of the Senior Center from Monday through Friday of each week between the hours of 8:30 a.m. and 5:30 p.m. for food services and programs which, at no cost to FSCI, will include the following activities beginning July 1, 2016 through October 31, 2018:

- Provide balanced meals and support diabetes management in the form of a lunch program servicing up to 25 elderly persons per day;

- Provide shelter from extreme summertime heat by offering an air conditioned setting during the hottest part of the day for up to 50 elderly individuals; and

- Provide social interaction to combat and prevent clinical depression in the elderly population. Activities such as the lunch program, art programs, quilting, and computer classes will be offered to up to 25 elderly individuals per day.

Other Rights and Obligations

4. The following incidental rights and obligations accompany the license and the use of the Senior Center:

a. CITY or its authorized subrecipient or other designee shall have full and exclusive management authority over the Senior Center during the times of CITY's program use.

b. During the times of CITY's program use the CITY shall be responsible for the cleanliness of all areas utilized including the restrooms.

c. FSCI shall be exclusively responsible for payment of telephone, internet access, all utilities and janitorial services for the Senior Center.

d. FSCI shall have exclusive use of the Senior Center when not in use by CITY.

e. CITY shall not be obligated to provide facility management oversight, routine building and grounds maintenance and utility services.

In exercising these rights and obligations, CITY must use reasonable care and may not unreasonably burden on the Senior Center.

License Non-assignable

5. This license is personal to the Licensee and shall not be assigned. No fee title or leasehold interest in the Senior Center is created or vested in the Licensee.

Term of License

6. This license shall be effective from July 1, 2016 through October 31, 2018.

Termination of License

7. Notwithstanding the above-referenced term, either party may terminate this Agreement with at least ninety (90) days prior written notice. On or before the effective date of termination of this license, CITY shall remove all of its personal property from the Senior Center and shall leave the Senior Center to FSCI in good order and repair, reasonable wear and tear excepted.

Default

8. In the event CITY fails to comply with any of the material terms of this Agreement, this license may be revoked by FSCI upon CITY's receipt of written notice of the violation and its failure to begin to cure within fifteen (15) working days.

Subject To Funding

9. If funding for this Agreement is dependent on any state or federal grant or funds, CITY reserves the right to reduce the level of services to match reduced levels of funding, or at CITY's option, CITY may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

Entire Agreement

10. This Agreement constitutes the entire agreement between FSCI and CITY relating to the subject matters discussed herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by all parties named above.

No Third-Party Beneficiaries Intended

11. Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

If FARMERSVILLE SENIOR CITIZENS, INC., is in agreement with what is outlined in this letter, please sign and return with an original signature. Thank you for your willingness to work with us in this capacity.

Sincerely,

_____

John Jansons, City Manager

OWNER/LESSOR

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

FARMERSVILLE SENIOR CITIZENS, INC.

_____

Fereleen Schultz, President (date)

[Please sign and print name above]

FARMERSVILLE SENIOR CITIZENS, INC.

_____

(date)

_____, Secretary,
CFO, or assistant of either

[Please sign and print name above]

CITY:

APPROVED AS TO FORM:

_____

Gregorio Gomez, Mayor (date)

_____

City Attorney or Deputy (date)

ATTEST:

_____

City Clerk or Deputy (date)