



CITY COUNCIL REGULAR MEETING AGENDA JANUARY 19, 2021

CLOSED SESSION: 6:00 P.M. – 7:00 P.M.
OPEN SESSION: 7:00 P.M.

NOTICE: IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20, WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT.

WE ENCOURAGE ALL MEMBERS OF THE PUBLIC TO PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (605) 468-8002, ACCESS CODE NUMBER 156811#. ANY MEMBER OF THE PUBLIC PARTICIPATING VIA TELECONFERENCE WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

ADDITIONALLY, THE MEETING WILL BE STREAMED ON YOUTUBE LIVE
https://www.youtube.com/channel/UCB_ZmQZIHlH-ECEPZ2VwZq

IF YOU CHOOSE TO ATTEND THE COUNCIL MEETING IN PERSON, YOU WILL BE REQUIRED TO MAINTAIN APPROPRIATE SOCIAL DISTANCING, INCLUDING, MAINTAINING A SIX-FOOT DISTANCE BETWEEN YOURSELF AND OTHER INDIVIDUALS, AND WEAR A FACE COVERING. PLEASE NOTE, SEATING IS LIMITED.

PURSUANT TO STATE ORDER, ALL MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR A FACE COVERING WHILE INSIDE CITY FACILITIES.

(Some Councilmembers may be participating in the meeting remotely via teleconferencing consistent with the Governor's Executive Order N-29-20.)

Notice is hereby given that the City Council will hold a Regular Meeting on January 19, 2021, at the City Council Chambers, 1416 C Street, Livingston, California or conducted pursuant to the provisions of the Governor's Executive Order N-29-20. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990.

Persons requesting accommodation should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection by email if requested. The Open Session will begin at 7:00 p.m. the Closed Session will be held in accordance with the state law prior to the Open Session beginning at 6:00 p.m. The Closed Session will be held at the City Council Chambers Located at 1416 C Street. The agenda shall be as follows:

CLOSED SESSION

1. Call to Order
2. Roll Call

CLOSED SESSION

A "Closed" or "Executive" Session of the City Council or the Successor Agency to the Redevelopment Agency of the City of Livingston may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators, conference with legal counsel regarding pending litigation. The Closed Session will be held in the City Council Chambers located at 1416 C Street, Livingston, California. Any public comment on Closed Session items will be taken before the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers, 1416 C Street, Livingston, California.

3. **Conference with Real Property Negotiator**
(Government Code Section 54956.8)
Real Property:
APN: 024-145-011
Negotiating Parties for City: City Manager/City Attorney
Under Negotiation: **Terms of Lease of Property**
4. **Public Employee Performance Evaluation**
(Government Code Section 54957)
Title: **City Manager**
5. **Labor Negotiations**
(Government Code Section 54957.6)
Labor Negotiator: City Attorney
Unrepresented City Employee: **City Manager**
6. **Public Employee Performance Evaluation**
(Government Code Section 54957)
Title: **City Attorney**
7. **Labor Negotiations**
(Government Code Section 54957.6)
Labor Negotiator: City Manager
Employee: **City Attorney**
8. **Employee Appointment**
(Government Code Section 54957(b)(1))
Title: **City Attorney**

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2021-03
Next Ordinance No.: 643

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Presentation by Kanat Tibet, Program Manager, Public Health Institute; CA4Health: **Racial Justice, Equity, Diversity, and Inclusion City Resolution**.
2. **Proclamation Declaring January 9, 2021 as “Law Enforcement Appreciation Day”**.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members’ Announcements and Reports.

Mayor’s Announcements and Reports.

PUBLIC HEARINGS

3. Resolution Approving an **Application for Funding** and the Execution of a **Grant Agreement** and any Amendments thereto from the 2020 Community Development Block Grant Program **Coronavirus Response** Round 2 & 3 (CDBG-CV2&3) NOFA dated December 18, 2020.
4. **Public Hearing** - Resolution **Approving Conditional Use Permit 2020-04, to Allow an Outdoor Dining Area and the On-Sale of Beer and Wine for Indoor and Outdoor Dining at Hugo’s Mexican Grill, 1472 B Street, Suite G, Located within the Downtown Zoning District (DTC) and less than 1,000 feet from Another Restaurant Serving Beer and Wine.**

CITIZEN COMMENTS

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS (3 MINUTES) AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20

This section of the agenda allows members of the public to address the City Council on any item NOT otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, and identify themselves. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening. For items which are on the agenda this evening members of the public will be provided an opportunity to address the City Council as each item is brought up for discussion.

CONSENT AGENDA

Items on the Consent Calendar are considered routine or non-controversial and will be enacted by one vote, unless separate action is requested by the City Manager or City Council Member. There will be no separate discussion of these items unless members of the City Council or City Manager request that specific items be removed.

5. Approval of **Warrant Register** Dated January 14, 2021.
6. Resolution Adopting City of Livingston **Master Employee Salary Schedule** Effective January 1, 2021.
7. **Approve Program Guidelines for Business Assistance Payment Program Funded with CDBG-CV1 Grant.**

DISCUSSION AND POTENTIAL ACTION ITEMS

8. Council Authorize the **Reclassification of a Vacant Administrative Analyst Position to Accountant I.**
9. Consider Adoption of a Resolution **Appointing Jason Roth as Regular Member to the Planning Commission and Direct Staff to Advertise for Interested Residents to Serve on the Planning Commission.**
10. **Resolution of the City Council of the City of Livingston Establishing the City of Livingston Code of Conduct for City Council Members and Appointed Public Officials.**
11. **Designate Voting Delegate(s) for the 2021 One Voice Trip.**
12. **Appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District-Merced City Seat.**
13. **Discussion and Direction on moving-up Citizen Comments.**

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

ADJOURNMENT



CA⁴health

*Made possible with funding from
The California Endowment*

RACIAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION RESOLUTION

People.Power.Change!
Presenter: Kanat Tibet

**PUBLIC
HEALTH
INSTITUTE®**

Advancing Health, Justice, and Racial Equity Together



BACKGROUND

There is a long persistent history of discrimination and institutional racism that has created glaring inequities in Black, Indigenous, and people of color (BIPOC) predominant communities.



Across the country, local and state leaders are declaring racism a public health crisis or emergency. These declarations are an important first step in the movement to advance racial equity and justice and must be followed by allocation of resources and strategic action.



Contra Costa County	County Board of Supervisors passes resolution declaring racism a public health crisis	11/10/2020
Fontana	City Council passes resolution declaring racism as a public health crisis	7/14/2020
Goleta	City Council approves resolution condemning police brutality and declaring racism a public health emergency	6/8/2020
Indio	City Council passes resolution declaring racism a public health crisis	9/2/2020
Long Beach	City Council declares systemic racism a public health crisis	6/23/2020
Los Angeles	City Council approves resolution declaring racism a public health crisis	6/24/2020
Moreno Valley	City Council passes resolution declaring racism as a public health crisis	7/7/2020
Oxnard	City Council passes resolution condemning police brutality and declaring racism a public health crisis	6/30/2020
Palm Springs	City Council adopts resolution declaring racism a public health crisis	8/6/2020
Redlands	City Council passes resolution affirming racism as a public health crisis	7/21/2020
Rialto	City Council passes resolution affirming racism as a public health crisis	7/28/2020
Riverside City	City Council passes resolution declaring racism a public health crisis	6/30/2020
Riverside County	County Board of Supervisors passes resolution declaring racism and inequality a public health crisis	8/4/2020
San Bernardino County	County Board of Supervisors declares racism a public health crisis	6/23/2020
San Luis Obispo	City Council passes resolution affirming racism as a public health crisis	6/16/2020
Santa Clara County	County Board of Supervisors declares racism a public health crisis	6/23/2020
Santa Barbara	City Council passes resolution declaring racism a public health crisis	6/23/2020
Ventura	City Council passes resolution declaring racism a public health crisis and condemning police brutality	7/13/2020

POLICY GOAL AREAS

An illustration of four diverse people (two men and two women) holding a large white banner. The banner contains the following text:

**CITY ADMINISTRATION
PUBLIC SAFETY AND POLICING
WORKPLACE
STOCKTON COMMUNITY
REGIONWIDE**

CA4health

CATEGORY

**RACIAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION IN CITY ADMINISTRATION
AND POLICY GOALS**

Create an Employee Racial Equity Advisory taskforce to conduct and implement an internal evaluation of the City Charter as well as all City policies and procedures to prioritize racial equity with specification on how policies translate into anti-racist action towards City employees.

Ensure diversity of race, age, and gender within the city commissions.

Add justice, equity, diversity and inclusion to the objectives and purview of the appropriate city commission to address ways to improve the public health and welfare of all the residents through an equitable lens and identify specific activities to further enhance diversity and principles of equity.

Create a system of reporting progress towards achieving the goals outlined in this resolution and communicating such to the greater community.

Institutionalize racial equity training among all community partners, grantees, vendors and contractors who do business with the city.

CATEGORY

**RACIAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION
IN THE CITY WORKPLACE**

Establish systemic changes in the hiring and recruitment processes, particularly for staff, thus incorporating diversity, equity, and inclusion in the city workforce.

Institutionalize hiring practices provide greater opportunities for people of color to be employed to further diversify our workforce.

Institute mandatory racial equity training, implicit bias training, diversity training, and inclusion training for all elected officials, city staff, members of boards, commissions, and committees.

City departments shall develop a plan to collect data regarding racial disparities in department staffing, procurement, contracting, and recipients of government intervention, with the purpose addressing racial disparities

Establish workplace policies and establish processes that prevent behaviors that impede racial and social equities.

QUESTIONS?

Kanat Tibet
Program Manager
kanat.tibet@phi.org

PROCLAMATION

Law Enforcement Appreciation Day

January 9, 2021

WHEREAS, the health and safety of all Livingston, California residents is important to the happiness, prosperity, and well-being of our families and communities; and

WHEREAS, the City of Livingston is the proud home of many Law Enforcement Officers; and

WHEREAS, these officers stand as leaders educating the community about the importance of public safety; and

WHEREAS, we appreciate the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, homes, and visitors; and

WHEREAS, each year, in partnership with other organizations, we promote National Law Enforcement Appreciation Day to show law enforcement officers that citizens and elected officials recognize the difficult career they have chosen in public service to us all.

NOW, THEREFORE, BE IT RESOLVED, I, Juan Aguilar Jr., Mayor of the City of Livingston, on behalf of the City Council, do recognize January 9, 2021, as "Law Enforcement Appreciation Day" in the City of Livingston. I encourage our citizens to do something special for our community's peacekeepers and take the time to show appreciation for the massive sacrifices our officers make while protecting our communities.

DATE: January 19, 2021

Juan Aguilar Jr., Mayor
of the City of Livingston

STAFF REPORT

AGENDA ITEM: Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2020 Community Development Block Grant Program Coronavirus Response Round 2 & 3 (CDBG-CV2&3) NOFA dated December 18, 2020

MEETING DATE: January 19, 2021

PREPARED BY: Susan Long, Self-Help Enterprises Program Director, Partner Services

REVIEWED BY: Jose Antonio Ramirez, City Manager

BACKGROUND

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

A public notice was published in the January 8, 2021, issue of the Merced Sun-Star and posted at regular locations throughout the City, notifying the public of this public hearing.

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

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

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

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

March 5, 2021.

Applicants can apply for a total of three (3) Activities, not to exceed the predefined allocation of \$331,720 under rounds two and three of the NOFA. All activities funded under this NOFA will have a 24-month expenditure period. All Applicants must show a relationship between the need for services and COVID-19 impacts and will be required to complete documentation indicating no Duplication of benefits (DOB) at the time of application, as well as throughout the expenditure period.

CDBG-CV 2 & 3 NOFA provides funding ONLY for the following activities: Assistance to businesses and microenterprises impact by COVID-19 stay-at-home orders and shut-downs, Public Service related to COVID-19 support, Facility improvements related to COVID-19 healthcare and homeless housing needs, Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19. Funds are provided as non-competitive and provided as an allocation to non-entitlement jurisdictions. The City of Livingston’s allocation under the CDBG-CV 2 & 3 NOFA is \$331,720, which included administrative funds.

DISCUSSION

The City proposes to apply for CDBG-CV-2 & 3 funds to provide a Subsistence Payment Program to income eligible households in need of rent/mortgage and/or utility assistance and Economic Development (Business Assistance) to income eligible business with to ability to meet job retention or creation requirements. A resolution is attached for your consideration, which approves submittal of a 2020 CDBG-CV 2 & 3 Program application for up to \$331,720 as follows:

Public Service - Subsistence Payments	\$131,720
Economic Development – Business Assistance	\$200,000
General Administration (up to 13% of activity funds awarded)	
TOTAL:	\$331,720

When the Public Hearing is opened, citizens are encouraged to ask questions and/or comment on the proposed activities/application or on any aspect of the CDBG Program. Citizens are also invited to submit written comments to the City or to review information on the City’s CDBG Program at City Hall, 1416 “C” Street, Livingston, CA 95334. Write or contact Monica Cisneros, at the same address.

RECOMMENDED ACTION

1. Open the public hearing to accept comments on the City’s proposed submittal of an application in response to the 2020 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and to solicit citizen input.
2. Adopt Resolution No. 2021- ___ and thereby:

a. Review and approve an application for up to \$331,720 under the NOFA for the following eligible activities:	
Public Service - Subsistence Payments	\$131,720
Economic Development – Business Assistance	\$200,000
General Administration (up to 13% of activity funds awarded)	
TOTAL:	\$331,720

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

FINANCIAL IMPACT

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

ATTACHMENTS:

1. Resolution
2. Subrecipient Agreement

RESOLUTION NO. 2021-

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

BE IT RESOLVED by the City Council of the City of Livingston as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$331,720 for the following CDBG-CV 2 & 3 activities, pursuant to the December 2020 CDBG-CV 2 & 3NOFA:

Public Service - Subsistence Payments	\$331,720
Economic Development – Business Assistance	\$200,000

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$100,000 for the CDBG-CV 2 & 3 activities described in Section 1, if available.

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

SECTION 6:

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

Passed and adopted this 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., Mayor
of the City of Livingston

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 19th day of January, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

**CITY OF LIVINGSTON
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this 19 day of January, 2021 by and between the City of Livingston, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

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

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

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

WHEREAS, pursuant to City Resolution No. 2021-~~XXX~~, the City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

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

1. TERM

The term of this Agreement shall commence on January 20, 2021, unless terminated earlier pursuant to the terms of this Agreement, shall continue until for five years. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG and/or HOME funds or other CDBG and/or HOME assets, including Program Income.

2. SCOPE OF WORK

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

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

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

3. RECORDS AND REPORTS

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

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

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

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

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

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

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

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

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

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed TWO MILLION Dollars and 00/100 (\$2,000,000).

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

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

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

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

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

5. PROGRAM INCOME

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

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. AUDIT REQUIREMENTS

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

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

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

8. USE AND REVERSION OF ASSETS

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

9. CONFLICT OF INTEREST

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

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

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

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

10. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

11. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

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

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

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

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

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

12. SUSPENSION AND TERMINATION

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

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

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

13. MANDATORY DISCLOSURES

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

14. FINDINGS CONFIDENTIAL

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

15. GENERAL CONDITIONS

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

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

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

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

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

16. INDEPENDENT CONTRACTOR

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

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

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

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

17. INDEMNIFICATION

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

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

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

This section shall survive termination or expiration of this Agreement.

18. NOTICES

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

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

GRANTEE

City of Livingston
C/O Jose Ramirez,
City Manager
1416 "C" Street
Livingston, CA 95334

SUBRECIPIENT

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

19. AMENDMENTS

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

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

20. ASSIGNMENT

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

21. SEVERABILITY

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

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

22. ATTORNEY FEES

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

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

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

24. COUNTERPARTS

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

25. CUMULATIVE REMEDIES

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

26. EFFECTIVE DATE

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

27. ENTIRE AGREEMENT

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

28. EXHIBITS

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

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

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

30. GOVERNING LAW AND VENUE

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

31. HEADINGS

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

32. INTERPRETATION

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

33. NO THIRD PARTY BENEFICIARY

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

34. NO WAIVER

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

35. NON-RELIANCE

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

36. PRECEDENCE OF DOCUMENTS

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

37. SEVERABILITY

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

[SIGNATURE PAGE TO FOLLOW]

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

Addresses:

GRANTEE:

City of Livingston
Attention: Jose Ramirez
City Manager
1416 "C" Street
Livingston, CA 95334
Phone: (559) 394-8041
FAX: (559) 394-4190

SUBRECIPIENT:

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

Attachments:

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

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

GRANTEE
CITY OF LIVINGSTON

SUBRECIPIENT
SELF-HELP ENTERPRISES

Jose A. Ramirez, City Manager

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Livingston
Attention: Jose A. Ramirez
City Manager
1416 "C" Street
Livingston, CA 95334
Phone: (209) 394-8041
FAX: (209) 394-4190

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

Attachments :

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

EXHIBIT A
SCOPE OF WORK

Matrix Code: 18A ED Assistance
National Objective: 24 CFR 570.207(b)(4)
CDBG Eligibility: Emergency Grants

Project Description:

Self-Help Enterprises will offer a Business Assistance Program:
Forgivable Loans will provided income eligible (at or below 80% of county AMI) business owners and/or create/retain job for those with incomes at or below 80% of the county AMI, in the City limits of Dinuba, for items such as operating expenses and working capital, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5.(f)(i).

Records to Be Maintained

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

Basic Activity Information

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

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

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

Financial Management Records

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

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

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,

- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Job Activities (LMJ)

The SUBRECIPIENT shall maintain records for each job created/retained, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by income self-certifications.

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

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-2&3 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$200,000
- Total Amount of the Award: \$331,720
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Dinuba, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

**EXHIBIT B
PROPOSED BUDGET**

#	Line Item	Approved Budget
1	Salaries	\$13,250
2	Fringe Benefits	\$4,373
3	Professional Services	\$350
4	Supplies & Equipment	\$450
5	Rent / Lease / Utilities	\$1,228
6	Utilities / Telephone	\$1,228
7	Mileage / Transportation	\$500
8	Other: Indirect Cost Rate (approved 21.97%)	\$3,872
9	Other: Education & Outreach	\$750
10	Other: Business Assistance Payments	\$174,000
	TOTAL	\$200,000

EXHIBIT A
SCOPE OF WORK

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

Project Description:

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

Records to Be Maintained

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

Basic Activity Information

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

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

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

Financial Management Records

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

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

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

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

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

The SUBRECIPIENT shall maintain records for each household, including:

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

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

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-1 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$131,720
- Total Amount of the Award: \$331,720
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Livingston, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

**EXHIBIT B
PROPOSED BUDGET**

#	Line Item	Approved Budget
1	Salaries	\$8,100
2	Fringe Benefits	\$2,673
3	Professional Services	\$350
4	Supplies & Equipment	\$450
5	Rent / Lease / Utilities	\$967
6	Utilities / Telephone	\$967
7	Mileage / Transportation	\$500
8	Other: Indirect Cost Rate (approved 21.97%)	\$2,367
9	Other: Education & Outreach	\$750
10	Other: Subsistence Payments	\$114,596
	TOTAL	\$131,720

EXHIBIT C

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

MINIMUM LIMITS OF INSURANCE

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

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

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

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

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

VERIFICATION OF COVERAGE

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

**EXHIBIT D
CONFLICT OF INTEREST**

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

Explanation: _____

Date _____

 Thomas J. Collishaw, President/CEO

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

Additional page(s) attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(K) See §200.322 Procurement of recovered materials.

STAFF REPORT

AGENDA ITEM: Public Hearing – Resolution Approving Conditional Use Permit 2020-04, to Allow an Outdoor Dining Area and the On-Sale of Beer and Wine for Indoor and Outdoor Dining at Hugo’s Mexican Grill, 1472 B Street, Suite G, Located within the Downtown Zoning District (DTC) and less than 1,000 feet from Another Restaurant Serving Beer and Wine.

MEETING DATE: January 19, 2021

PREPARED BY: Randy Hatch, Contract City Planner

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Council adopt a Resolution approving Conditional Use Permit 2020-04, to allow an outdoor dining area and the on-sale of beer and wine for indoor and outdoor dining at a new Mexican food restaurant, Hugo’s Mexican Grill, 1472 B Street, Suite G (APN#: 024-132-014), located within the Downtown Zoning District (DTC) and less than 1,000 feet from another restaurant in the DTC Zone serving beer and wine.

BACKGROUND AND DISCUSSION:

Applicant, Hugo Barragan, and Owner, Jaime Fuentes, are requesting a Conditional Use Permit to establish an outdoor dining area at a new Mexican food restaurant (site of a former Chinese food restaurant) and allow the on-sale of beer and wine for indoor and outdoor dining. The restaurant is located at 1472 B Street, Suite G, which is less than 1,000 feet from another restaurant (Chicago Pizza) serving beer and wine. A restaurant is a permitted activity within the Downtown (DTC) Zone subject only to obtaining a City business license and complying with normal administrative regulations which include health regulations, fire regulations, and other normal standards and conditions. However, this proposed outdoor dining area is offering beer and wine which requires a Conditional Use Permit per Municipal Code Section 5-4-9-1(C). Further, this proposed on-sale of beer and wine is less than 1,000 feet from another restaurant (Municipal Code Section 5-3-15 Table 3 (commercial uses) note 5). Only the City Council has the authority to waive the 1,000 foot distance separation requirement. Therefore, this request must go before the City Council for consideration instead of going only to the Planning Commission as is normal for a Conditional Use Permit.

As noted above, the Mexican food restaurant (Hugo’s Mexican Grill) will be locating in an existing building suite which previously held a restaurant. The exterior of the restaurant will be substantially the same with new signage and perhaps some refreshing of the building. Parking is already provided for in this commercial center and the number of spaces is grandfathered to what currently exists. The main change is the addition of outdoor dining areas. An area containing 5 tables will be located to the right (west) of the front door and 4 tables to the left (east). These outdoor areas will not offer beer and wine service. Another outdoor area will be to the east of the building. This area contains 2 tables that will offer beer and wine service. This area will be enclosed by a fence at approximately 4 feet high or as required by the State Alcoholic Beverage Control office. Please see attached plot plan for the floor plan of these outdoor dining areas. Beer and wine service will also be allowed within the restaurant with this Conditional Use Permit once the health authorities allow indoor dining to occur once again.

ENVIRONMENTAL REVIEW:

The establishment of outdoor dining and on-sale of beer and wine within 1,000 feet of another restaurant with on-sale of beer and wine is a “project” subject to review under the California Environmental Quality Act (CEQA). Staff has reviewed this request and believes it qualifies for a Categorical Exemption; specifically, Class 32: In-fill Development Project exemption. This proposal meets the requirements for use of this categorical exemption; it is no more than 5 acres in size, surrounded by urban uses, in an area with no value as habitat for endangered or threatened species, adequately served by all required utilities and public services, and would not result in any significant effects relating to traffic, noise, air quality, or water quality.

ANALYSIS:

Staff compared this proposal in relation with the standards in the municipal Code for outdoor dining areas, (Municipal Code Section 5-4-9-1 (D)). The proposed outdoor dining areas do not block access to the business, sidewalk (a minimum 4 ft. wide sidewalk area is maintained), or street. There is no encroachment into parking areas, height issues, or sight distance problems. The outdoor dining area is accessory to an indoor restaurant (as allowed by pandemic safety regulations). The outdoor dining area contributes to the pedestrian ambiance of the immediate area, complies with all City standards, as documented in the above analysis, presents no negative visual, noise, traffic, accessibility, or parking impacts, and is compatible with the existing building.

City Code Section 5-4-9-2(F) limits this outdoor dining approval to one year wherein the applicant and/or property owner may request in writing a permanent permit. This one-year review is an administrative review by City staff unless an original Condition has not been met or a modification is requested.

FISCAL IMPACT:

The project would use an existing vacant retail space in the Downtown area and help to increase property and sales taxes to the City.

RECOMMENDATION:

This building suite is vacant and is properly General Planned and Zoned for a restaurant use. The use, as proposed and conditioned, meets the development standards of the City’s Zoning and Development Codes including all the detailed requirements relating to outdoor dining areas discussed above in the staff report. The waiving of the 1,000 foot separation requirement from another on-sale beer and wine business is a judgement call of the City Council evaluating whether this business is likely to present problems related to on premise consumption of beer and wine. Staff referred this proposal to the Police Department and no concerns were received.

Staff recommends approval by the City Council of Use Permit 2020-04, based on the Findings and Conditions of Approval contained in the attached resolution.

ATTACHMENTS:

1. Resolution 2021-____
2. Project Location and Zoning Map
3. Restaurant Floor Plan

RESOLUTION 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING CONDITIONAL USE PERMIT 2020-04, TO ALLOW AN OUTDOOR DINING
AREA AND THE ON-SALE OF BEER AND WINE FOR INDOOR AND OUTDOOR DINING AT
HUGO'S MEXICAN GRILL, 1472 B STREET, SUITE G, LOCATED WITHIN THE
DOWNTOWN ZONING DISTRICT (DTC) AND LESS THAN 1,000 FEET FROM ANOTHER
RESTAURANT SERVING BEER AND WINE**

WHEREAS, pursuant to Livingston Municipal Code (“LMC”) Section 5-4-9-1(C) and Section 5-3-15 Table 3 (commercial uses, note 5) Hugo Barragan, applicant, and Jaime Fuentes, owner, are requesting Conditional Use Permit 2020-04, allowing an outdoor dining area and the on-sale of beer and wine for indoor and outdoor dining at a new Mexican restaurant (Hugo’s Mexican Grill) located at 1472 B Street, Suite G, Livingston, CA (APN#: 024-132-014), within the Downtown Zone (DTC) and less than 1,000 feet from another restaurant in the DTC Zone serving beer and wine; and

WHEREAS, the site is zoned DTC (Downtown Commercial), and has a General Plan designation of Downtown Commercial according to the official Zoning Map of the City of Livingston and the 1999 Livingston General Plan; and

WHEREAS, a public hearing for the proposed project has been properly noticed by posting, a newspaper ad, and a mailing to adjacent properties within 300 feet of the site; and

WHEREAS, the proposed project is categorically exempt from the California Environmental Quality Act (“CEQA”) under Section 15332 In-Fill Development Projects and a Notice of Exemption will be filed with the Merced County Clerk within five (5) days of project approval; and

WHEREAS, staff has reviewed the project with reference to the 1999 General Plan and the Zoning Ordinance (specifically Sections 5-4-9-1(C) and Section 5-3-15 Table 3 (commercial uses) note 5; and finds that, based on the evidence documented within the associated staff report and proceedings of the public hearing, the proposed use, and its floor plan, is generally consistent with the General Plan, is permitted and complies with the Zoning Ordinance in that the proposed use meets the zoning standard and requirements (including those specifically referenced above).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston hereby adopts Resolution 2021-___, approving Conditional Use Permit 2020-04 for the proposed business.

BE IT FURTHER RESOLVED that the Conditions of Approval within City Council Resolution 2021-___, Exhibit A, are hereby approved.

Passed and adopted this 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., Mayor
of the City of Livingston

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 19th day of January, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

Exhibit A
Conditions of Approval

1. The Applicant / Owner shall comply with all federal, state and local laws, policies, standards and requirements applicable to such a use and obtain a Business License and all other Building, Health, and Safety Permits applicable to such a use and shall pay all fees and exactions applicable to such a use; and
2. The Applicant / Owner shall indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and consultants from any and all legal or administrative actions or other proceedings challenging this approval or any subsequent approval associated with this project; and
3. The use of the site shall be consistent with approved plans. Minor variations from approved plans may be allowed at the review and approval of City staff; and
4. The outdoor dining is accessory to an indoor restaurant (as allowed by pandemic safety regulations); and
5. The outdoor dining approval is limited to one year wherein the Applicant / Owner may request, in writing, a permanent permit.

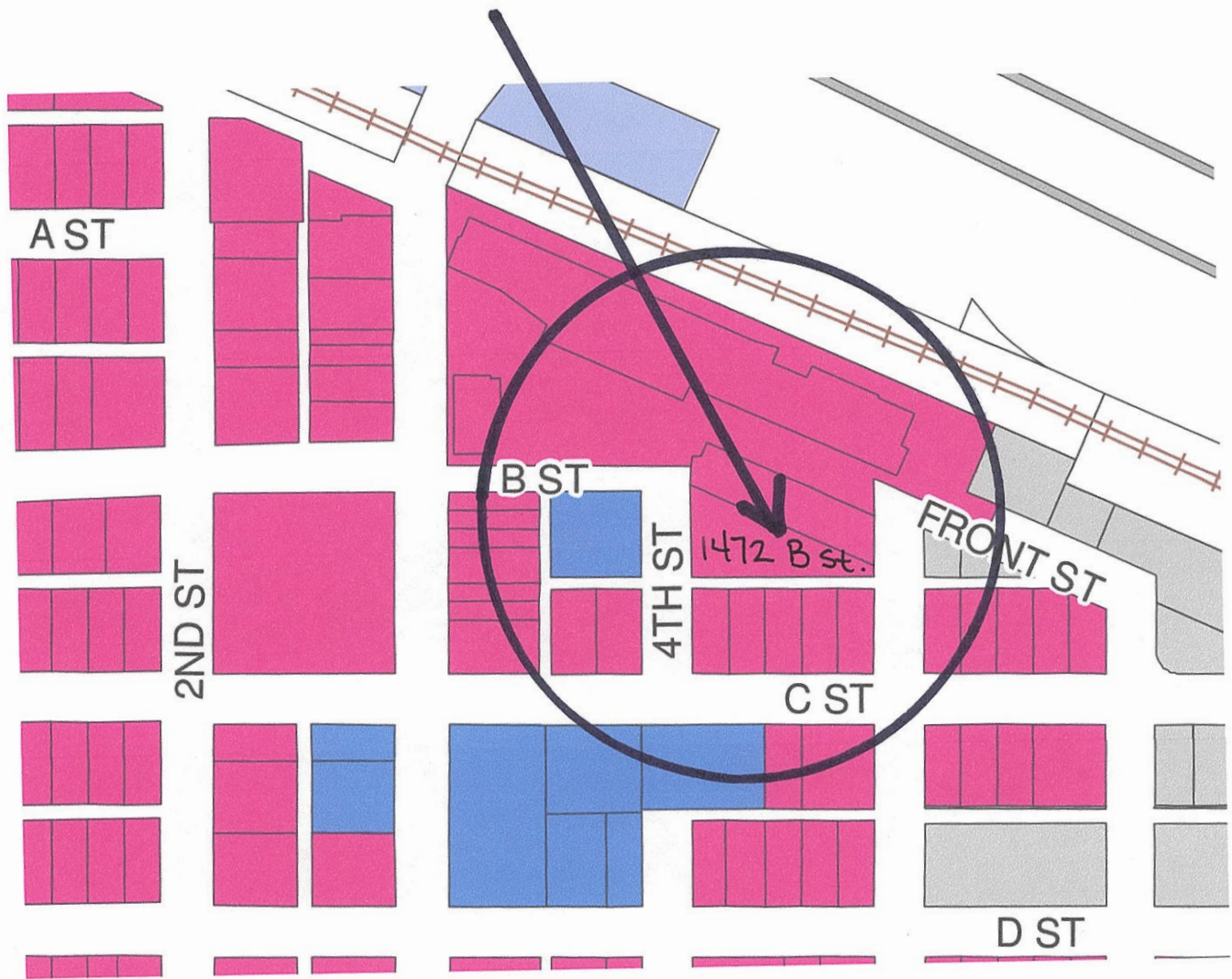
CUP 2020-04

HUGO'S MEXICAN GRILL

1472 B STREET, SUITE G, LIVINGSTON, CA 95334

APN#: 024-132-014

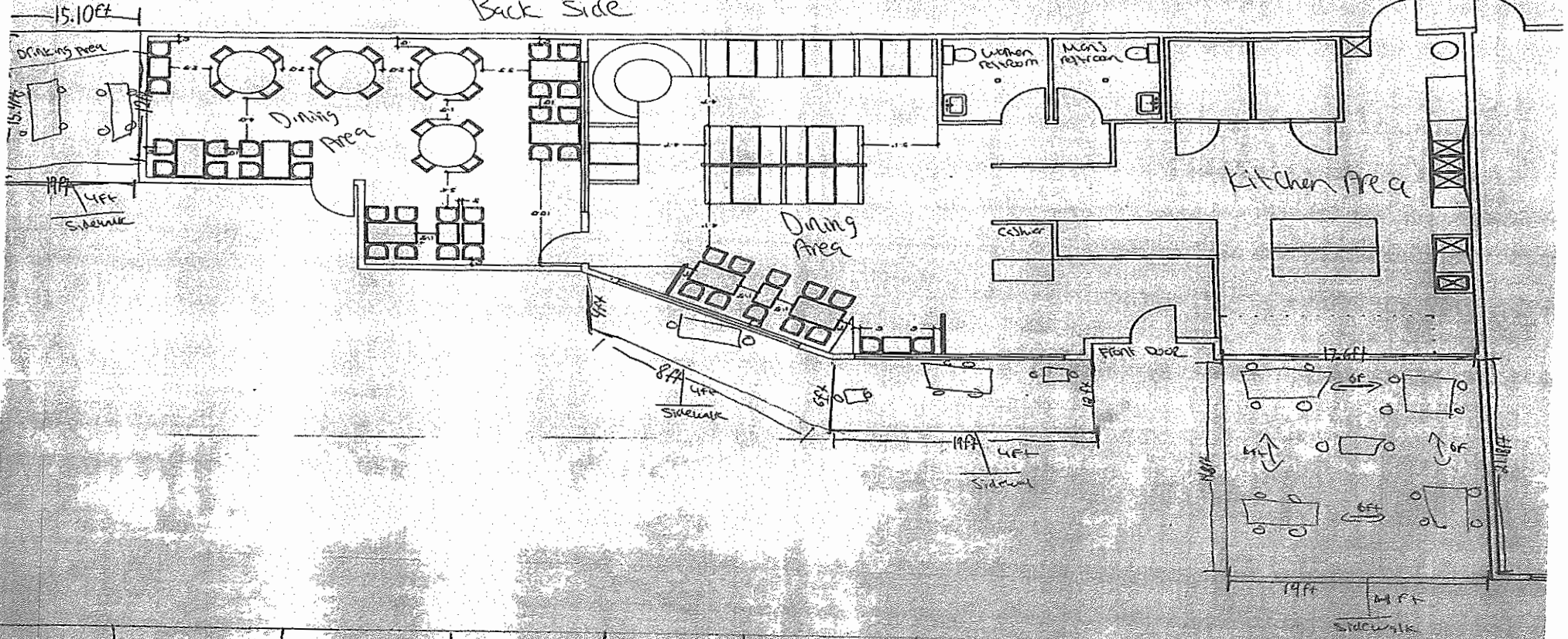
ZONING: DOWNTOWN COMMERCIAL (DTC)



HUGO'S MEXICAN GRILL
CUP 2020-04
FOR BEER & WINE SALES
1472 B STREET, SUITE G
LIVINGSTON, CA 95334

Back side

Back Door



Parking

STAFF REPORT

AGENDA ITEM: Approval of Warrant Register dated January 14, 2021
MEETING DATE: January 19, 2021
PREPARED BY: Nancy Fuentes, Sr. Account Clerk
REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Approve warrant register dated January 14, 2021

DISCUSSION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Livingston covering obligations to be paid during the period of:

December 29, 2020 – January 14, 2021

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

**IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:**

GENERAL WARRANTS.....\$	406,877.59	3765-3853
PAYROLL/WIRE WARRANTS.....\$	180,557.97	1482-1491
TOTAL WARRANTS.....\$	587,435.56	

ATTACHMENTS:

Accounts payable checks by date, summary by check number register.

Accounts Payable

Checks by Date - Summary by Check Date

User: nfuentes
Printed: 1/14/2021 11:20 AM



City of Livingston
1416 C Street
Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3765	251	ABS Direct, Inc.	01/14/2021	1,308.42
3766	453	Allied West Printing	01/14/2021	119.02
3767	253	AT&T	01/14/2021	251.75
3768	516	Atwater Towing and Transport, Inc.	01/14/2021	360.00
3769	162	Steve Bassi	01/14/2021	25.00
3770	538	Adanan Bath	01/14/2021	25.00
3771	517	Boutin Jones, Inc	01/14/2021	296.00
3772	417	Brenntag Pacific, Inc.	01/14/2021	3,315.32
3773	193	BSK Associates	01/14/2021	1,100.00
3774	398	Central SanJoaquin Valley Risk Managemen	01/14/2021	41,619.00
3775	399	Central SanJoaquin Valley Risk Managemen	01/14/2021	91,245.00
3776	418	Central Valley Concrete	01/14/2021	762.77
3777	272	Charter Communications	01/14/2021	192.66
3778	473	Citizen Communications, LLC	01/14/2021	14,310.00
3779	291	City of Livingston c/o L & L District Irrigati	01/14/2021	6,657.10
3780	480	Costco Wholesale Membership	01/14/2021	120.00
3781	518	Critical Reach, Inc.	01/14/2021	250.00
3782	519	CSMFO	01/14/2021	505.00
3783	CUMMINSW	Cummins Sales and Service	01/14/2021	5,062.04
3784	UB*01941	MARIELENA DAVALOS-OROZCO	01/14/2021	138.36
3785	528	Department of Housing and Community De	01/14/2021	1,540.00
3786	455	Ernest Packaging Solutions	01/14/2021	1,464.11
3787	258	Ewing	01/14/2021	985.29
3788	163	EZ Auto Supply	01/14/2021	288.78
3789	188	Frontier	01/14/2021	4,082.99
3790	164	Garza Tire & Wheel, Inc	01/14/2021	17.50
3791	262	Gilton Solid Waste	01/14/2021	89,511.43
3792	261	GreatAmerica Financial Svcs.	01/14/2021	99.04
3793	264	Guardian Public Safety Background Investi	01/14/2021	1,400.00
3794	474	Hansford Economic Consulting LLC	01/14/2021	950.00
3795	358	Hilmar Ready Mix Rockery Nursery, LLC	01/14/2021	220.89
3796	482	Hi-Tech EVS, Inc,	01/14/2021	6,349.53
3797	267	Hoffman Security	01/14/2021	36.95
3798	HOLT	Holt of California	01/14/2021	5,110.53
3799	501	Hunt & Sons, Inc.	01/14/2021	4,528.97
3800	458	IEH- Aquatic Research	01/14/2021	312.00
3801	296	Image Source	01/14/2021	83.36
3802	520	Interstate Truck Center	01/14/2021	136.46
3803	165	J L Analytical Services, Inc.	01/14/2021	129.50
3804	534	Ranjit Jhutti	01/14/2021	25.00
3805	521	Jim Brisco Enterprises, Inc.	01/14/2021	220.00
3806	537	Wapinder Kang	01/14/2021	25.00
3807	318	La Rue Communications	01/14/2021	1,061.00
3808	533	Francisco Mendoza- Gonzalez	01/14/2021	25.00
3809	524	Merced Chevrolet	01/14/2021	242.98
3810	522	Merced County Assessor's Office	01/14/2021	215.00
3811	404	Merced County Clerk	01/14/2021	50.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3812	523	Merced County Tax Collector	01/14/2021	6,062.38
3813	269	Merced Pest Control	01/14/2021	80.00
3814	389	Mid Valley IT	01/14/2021	75.00
3815	170	MintierHarnish Planning Consulants	01/14/2021	48,794.52
3816	180	Mission Linen Service	01/14/2021	900.80
3817	270	Modern Air Mechanical	01/14/2021	891.00
3818	197	N & S Tractor	01/14/2021	538.06
3819	199	Northstar Chemical	01/14/2021	1,063.41
3820	302	Office Depot, Inc.	01/14/2021	156.60
3821	201	O'reilly Automotive, Inc.	01/14/2021	445.81
3822	525	Pape Machinery	01/14/2021	70.82
3823	205	Paramount Pest Services	01/14/2021	168.00
3824	203	PG&E	01/14/2021	510.39
3825	305	Platt	01/14/2021	416.69
3826	405	Premier Access Insurance Company	01/14/2021	2,343.11
3827	303	Price Ford of Turlock	01/14/2021	15.69
3828	430	Quadient Finance USA, Inc.	01/14/2021	444.82
3829	392	Randik Paper	01/14/2021	229.63
3830	RCS	Revenue & Cost Specialist, LLC	01/14/2021	6,682.50
3831	535	Jason Roth	01/14/2021	25.00
3832	499	Safety-Kleen Systems, Inc.	01/14/2021	656.47
3833	407	San Joaquin Valley Air Pollution Control D	01/14/2021	290.00
3834	408	Sapien Family Trust	01/14/2021	6,000.00
3835	323	Springbrook Holding company LLC	01/14/2021	1,539.00
3836	393	State of California	01/14/2021	2,056.75
3837	526	State Water Resources Control Board	01/14/2021	60.00
3838	529	Sterling Codifiers/American Legal Publishi	01/14/2021	500.00
3839	527	SWRCB Accounting Office	01/14/2021	15,913.15
3840	530	Telstar Instruments	01/14/2021	1,714.00
3841	472	Aqua-Metric Sales Company Thirkettle Co	01/14/2021	3,238.74
3842	310	Totlcom, Inc.	01/14/2021	382.72
3843	313	U.S. Bank Equipment Finance	01/14/2021	1,902.65
3844	531	University of Southern California	01/14/2021	144.00
3845	366	USA Blue Book	01/14/2021	1,335.42
3846	314	Valley Coffee	01/14/2021	64.75
3847	486	Sunil Verma DC	01/14/2021	140.00
3848	487	Albert Poukaldani Village Cleaners	01/14/2021	220.00
3849	536	Robert Wallis	01/14/2021	25.00
3850	532	WatchGuard Video	01/14/2021	352.33
3851	442	West Steel & Plastic, Inc.	01/14/2021	830.64
3852	210	WGR Southwest, Inc.	01/14/2021	3,412.50
3853	409	Willdan Financial Services	01/14/2021	9,411.49
Total for 1/14/2021:				406,877.59
Report Total (89 checks):				406,877.59

STAFF REPORT

AGENDA ITEM: Resolution Adopting City of Livingston Master Employee Salary Schedule Effective January 1, 2021.

MEETING DATE: January 19, 2021

PREPARED BY: Danna Rasmussen, Human Resources Coordinator

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2021-___, establishing a City of Livingston Master Employee Salary Schedule confirming rates/ranges for all City of Livingston established positions.

BACKGROUND:

The City Council approves all salary schedules which include classification titles and pay rates/ranges at the time a Memorandum of Understanding (MOU) for each bargaining unit is approved; when updates to the Employment and Benefit Policies for Unrepresented Employees are approved; or when specific wage and classification title adjustments are needed. Also, in order to confirm that the California Public Employees' Retirement System (CalPERS) will appropriately consider City of Livingston employee compensation earnable when calculating retirement benefits, the City of Livingston's Salary Schedule is required to be formally adopted by the City Council in a public meeting.

The City of Livingston's Salary Schedule will now reflect the implemented minimum wage increase effective January 1, 2021. To include, to stay competitive with surrounding agencies the Lifeguard classification has been adjusted to be paid at \$1.00 above minimum wage.

DISCUSSION:

Senate Bill 3, approved by the governor on April 4, 2016, amended Section 1182.12 of the State of California relating to wages. Section 1182.12(b) of the Labor Code was amended to read:

“(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).

- (1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:*
- (A) From January 1, 2017, to December 31, 2017, inclusive,--ten dollars and fifty cents (\$10.50) per hour.*
- (B) From January 1, 2018, to December 31, 2018, inclusive,--eleven dollars (\$11) per hour.*
- (C) From January 1, 2019, to December 31, 2019, inclusive,--twelve dollars (\$12) per hour.*
- (D) From January 1, 2020, to December 31, 2020, inclusive,--thirteen dollars (\$13) per hour.*
- (E) From January 1, 2021, to December 31, 2021, inclusive,--fourteen dollars (\$14) per hour.*
- (F) From January 1, 2022, and until adjusted by subdivision (c)--fifteen dollars (\$15) per hour.”*

Resolution No. 2021-____, has been prepared to implement the minimum wage increase effective January 1, 2021 and to increase the Lifeguard classification to stay competitive within the surrounding agencies.

FISCAL IMPACT:

There is minimal fiscal impact associated with the adoption of the City of Livingston Master Employee Salary Schedule.

ATTACHMENTS:

1. Resolution No. 2021-____
2. City of Livingston Master Employee Salary Schedule REVISED EXHIBIT "A"

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
ADOPTING CITY OF LIVINGSTON MASTER EMPLOYEE SALARY
SCHEDULE**

WHEREAS, the City Council approves and adopts the Master Salary Schedule and /or directs the City Manager to prepare and /or update said schedule to reflect City Council direction; and

WHEREAS, Senate Bill 3, approved by the Governor on April 4, 2016 amended Section 1182.12 of the State of California Labor Code relating to wages, specifically to increase the minimum wage for all industries to not be less than specified amounts to be increased from January 1, 2017, to January 1, 2022, inclusive, for employers employing 26 or more employees, except when the scheduled increases are temporarily suspended by the Governor, based on certain determinations; and

WHEREAS, the minimum wage rate effective January 1, 2021 increases from \$13.00 per hour to \$14.00 per hour. Proposed Salary Schedule increases applicable classifications to insure the hourly rate is equal to or greater than \$14.00 per hour.

WHEREAS, the salary adjustment be made for the classification of Lifeguard to stay competitive with the surrounding agencies.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Livingston hereby adopt City of Livingston Employee Master Salary Schedule, **EXHIBIT "A"** attached hereto and made a part herein.

Passed and adopted this 19th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., Mayor
of the City of Livingston

ATTEST:

I, hereby certify, that the foregoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 19th day of January 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

Effective January 1, 2021

CLASSIFICATION	A	B	C	D	E	Clerical Grp	
						F	G
Account Clerk	2,784	2,923	3,069	3,222	3,383	3,553	
Accountant I	4,479	4,703	4,938	5,185	5,445		
Accounting Technician	3,308	3,473	3,647	3,829	4,021	4,222	
Administrative Analyst	3,931	4,127	4,334	4,551	4,778	5,017	
Administrative Analyst PW	3,931	4,127	4,334	4,551	4,778	5,017	
Administrative Assistant	3,391	3,560	3,738	3,925	4,121	4,327	
Administrative Services Mgr	4,784	5,023	5,274	5,538	5,815		
Animal Control Officer	3,815	4,006	4,206	4,416	4,637		
Assistant Planner	3,691	3,876	4,070	4,272	4,487		
Building Official	3,262	3,425	3,597	3,776	3,965		
Chief of Police	10,053	10,556	11,084	11,638	12,220		
City Manager	15,385	16,155	16,962	17,810	18,701		
Communications/Records Manager	4,124	4,330	4,546	4,774	5,012		
Community Development Director	8,311	8,726	9,163	9,621	10,102		
Community Service Officer	3,105	3,260	3,423	3,594	3,774		
Police Corporal	5,511	5,787	6,076	6,380	6,699		
Police Corporal w/Degree	5,790	6,080	6,384	6,703	7,038		
Custodian	2,515	2,641	2,773	2,912	3,057		
Finance Director/ACM	9,108	9,564	10,042	10,544	11,071		
Police Dispatcher	3,210	3,371	3,539	3,716	3,902		
Executive Assistant to the City Manager	4,282	4,495	4,720	4,955	5,204		
Executive Assistant /Deputy City Clerk	4,593	4,823	5,064	5,317	5,583		
Human Resources Coordinator	4,825	5,066	5,319	5,585	5,864		
Lead Maintenance Worker	3,468	3,641	3,823	4,015	4,215		
Lead Parks/Landscape Worker	3,468	3,641	3,823	4,015	4,215		
Maintenance Mechanic	3,829	4,020	4,221	4,432	4,654		
Maintenance Worker	3,067	3,221	3,382	3,551	3,728		
Office Assistant I	2,427	2,548	2,676	2,810	2,950	3,098	
Police Captain	9,497	9,972	10,470	10,994	11,544		
Police Commander	5,802	6,092	6,397	6,717	7,053		
Police Office Assistant II	2,868	3,011	3,162	3,320	3,486		
Police Officer	4,318	4,534	4,761	4,999	5,249		
Police Officer w/Degree	4,537	4,763	5,002	5,252	5,514		
Police Public Assistant	2,840	2,982	3,131	3,288	3,452		
Police Records Assistant	2,427	2,548	2,676	2,810	2,950		
Police Sergeant	7,083	7,437	7,809	8,199	8,609		
Police Sergeant w/Degree	7,441	7,813	8,204	8,614	9,045		
Public Services Officer	3,210	3,371	3,539	3,716	3,902		
Director of Public Works	8,051	8,454	8,877	9,320	9,786		
Public Works Leadman	4,023	4,224	4,436	4,657	4,890		
Public Works Street Supervisor	4,480	4,704	4,940	5,186	5,446		
Public Works Superintendent	4,808	5,049	5,301	5,566	5,844		
Public Works Supervisor Water Division	4,690	4,925	5,171	5,430	5,701		
Recreation Coordinator	2,548	2,675	2,809	2,950	3,097		
Recreation Leader	2,427	2,548	2,676	2,810	2,950		
Recreation Specialist	2,783	2,922	3,068	3,221	3,382	3,553	
Recreation Superintendent	3,863	4,056	4,259	4,472	4,696		
Senior Account Clerk	3,228	3,389	3,559	3,737	3,924	4,120	
Sr. Accountant	7,167	7,525	7,901	8,296	8,711		
Sr. Administrative Analyst	4,340	4,557	4,785	5,024	5,275	5,539	
Sr. Administrative Analyst/Community Development	4,577	4,806	5,046	5,299	5,564	5,842	
Senior Office Assistant	2,427	2,548	2,676	2,810	2,951	3,099	
Sr. Maintenance Worker	3,468	3,641	3,823	4,015	4,215		
Senior Planner	5,483	5,757	6,045	6,347	6,664		
Street Sweeper Operator	3,300	3,465	3,638	3,820	4,011		
Utility Worker I	3,468	3,641	3,823	4,015	4,215		
Utility Worker II	3,829	4,020	4,221	4,432	4,654		
Water/Wastewater Operator I	4,655	4,887	5,132	5,388	5,658		
Water/Wastewater Operator II	5,278	5,542	5,819	6,110	6,415		
Water/Wastewater Operator III	5,910	6,206	6,516	6,842	7,184		
Water/Wastewater Manager	5,948	6,246	6,558	6,886	7,230		
Transitional Phase for Water/Wastewater Operators							
Water/Wastewater Operator OIT	3824	4015	4216	4427	4647	4879	5130

PART-TIME MASTER SALARY SCHEDULE

CLASSIFICATION	F	A	B	C	D	E
Administrative Assistant - PT	16.23	17.04	17.89	18.79	19.73	
Custodian - PT	14.00	14.70	15.44	16.21	17.02	
Lifeguard - PT	15.00	15.75	16.54	17.36	18.23	
Maintenance Worker - PT	15.88	16.67	17.51	18.38	19.30	
Office Assistant I - PT	14.00	14.70	15.44	16.21	17.02	
Office Assistant II - PT	14.50	15.23	15.99	16.79	17.62	
Dispatcher - PT	16.55	17.38	18.25	19.16	20.12	
Police Records Assistant - PT	14.00	14.70	15.44	16.21	17.02	
Recreation Leader - PT	14.00	14.70	15.44	16.21	17.02	
Recreation Specialist - PT	14.35	15.07	15.82	16.61	17.44	
Reserve Police Officer - PT	25.00	26.25	27.56	28.94	30.39	
Sr. Administrative Analyst - PT	20.78	21.82	22.91	24.06	25.26	

STAFF REPORT

AGENDA ITEM: APPROVE PROGRAM GUIDELINES FOR BUSINESS ASSISTANCE PAYMENT PROGRAM FUNDED WITH CDBG-CV1 GRANT

MEETING DATE: January 19, 2021

PREPARED BY: Susan Long, Self Help Enterprises Program Director, Partner Services

REVIEWED BY: Jose Antonio Ramirez, City Manager

BACKGROUND

The State CDBG Program requires guidelines for the Business Assistance Payment Program to be adopted by the City Council. Guidelines are to identify the method by which applications will be taken and processed, as well as, identify how eligibility is determined, what documents are required to determine eligibility, what forms of assistance will be provided, the limit of that assistance, fair marketing strategies and recordkeeping requirements.

DISCUSSION

The Business Assistance Program guidelines identifies the following:

1. Application will be processed on a first come first served basis.
2. Efforts for nondiscrimination and inclusion.
3. Outreach and Marketing.
4. A business must meet **ALL** of the following criteria to be eligible to apply:
 - a. Must be a private, for profit business. *Independent Contractors are not eligible for this program.
 - b. Business and/or any owner may not be suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.
 - c. Businesses must have less than 15 FTE (full-time equivalent employees.).
 - d. The business must have a physical storefront establishment within Livingston's city limits.
 - e. Businesses must have a current Livingston business license or bring current as a result of assistance.
 - f. The business must have experienced a negative impact due to COVID-19, by certifying that the business has experienced at least a 25% reduction in revenue since March 1, 2020 and that grant proceeds will be used for allowable expenses under the Federal CDBG-CV Act guidelines. Applicant business cannot have any unremedied City Code violations.
 - g. No national chains. National chains are defined as franchises/for-profit **corporations**; except in the case where the franchisee or brand has a Livingston-based owner.
 - h. Operating **as a business since January 2020**.
 - i. Business may **NOT** be delinquent in State and/or Federal licensing and filings.
5. If CDBG-CV funds are awarded to a business, the business must meet the following requirement:
 - a. Business will create/retain at least **one full-time or full-time equivalent (40**

hours/week) low or moderate-income permanent job (LMI Job) within 12 months. Moderate-income means less than or equal to 80% of the Area Median Income (AMI). See Section 4 of the application for income and details on how to meet the HUD National Objective for jobs.

- b. If business is retaining LMI job(s) – business must demonstrate clear objective evidence that permanent LMI job(s) would be lost without CDBG-CV assistance.
- 6. Loan will be forgiven over a two-year period as the business meets the required LMI job creation/retention requirement as outlined in the written agreement.
- 7. A maximum of \$35,000 will be provided for Mortgage/Rent, Utilities (electric, gas, water, sewer, trash and broadband), Payroll and other operating expenses.
- 8. Applicant may not have received other assistance for the same purpose for any other source.
- 9. Reporting and Invoicing requirements.

RECOMMENDED ACTION

Adopt Business Assistance Payment Guidelines as presented.

FINANCIAL IMPACT

None.

ATTACHMENTS

- 1. Resolution
- 2. Livingston CDBG-CV Business Assistance Guidelines.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE COUNCIL OF THE CITY OF LIVINGSTON APPROVING
THE GUIDELINES FOR THE BUSINESS ASSISTANCE PROGRAM**

WHEREAS, the City of Livingston, a political subdivision of the State of California, has established Program Guidelines which govern the administration of its CDBG CV Business Assistance Program; and

WHEREAS, the City desires to adopt the Guidelines for the Business Assistance Program to comply with HCD requirements of the CDBG Program; and

IT IS NOW THEREFORE RESOLVED THAT, the City adopts the Guidelines for the Business Assistance Program.

Passed and adopted this 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Juan Aguilar, Jr., Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Livingston this 19th day of January, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston



Livingston CDBG-CV COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID SMALL BUSINESS RELIEF STABILIZATION PROGRAM GUIDELINES & APPLICATION

Funding is limited. Awards will be on a first-come, first-eligible basis

PROGRAM GUIDELINES

I. Summary

Community Development Block Grant is a federally funded program under section. City CDBG-CV funds may be used to secure economic opportunities for low-and moderate-income persons. CDBG-CV funds are targeted to business of the City that have the highest adverse impact as a result of the Coronavirus.

II. Purpose

The Livingston Small Business Stabilization Program (SBSP) is designed to promote economic stability by providing immediate relief in the form of a one-time forgivable loan for essential operating expenses to Livingston small businesses negatively impacted by COVID-19.

The goals of this program are:

- 1. Help small businesses survive the COVID-19 crisis.**
- 2. Retain employment and continue to pay employees.**
- 3. Maintain the provision of goods and services for Livingston residents.**

III. Funding

The maximum CDBG-CV award will be \$35,000 upon approval and in compliance with CDBG-CV criteria.

IV. Eligibility

A business must meet **ALL** of the following criteria to be eligible to apply:

- Must be a private, for profit business. *Independent Contractors are not eligible for this program.
- Business and/or any owner may not be suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.



- Businesses must have less than 15 FTE (full-time equivalent employees.)
- The business must have a physical storefront establishment within Livingston's city limits.
- Businesses must have a current Livingston business license or bring current as a result of assistance.
- The business must have experienced a negative impact due to COVID-19, by certifying that the business has experienced at least a 25% reduction in revenue since March 1, 2020 and that grant proceeds will be used for allowable expenses under the Federal CDBG-CV Act guidelines Applicant business cannot have any unremedied City Code violations.
- No national chains. National chains are defined as franchises/for-profit corporations; **except in the case where the franchisee or brand has a Livingston-based owner.**
- Operating **as a business since January 2020.**
- Business may **NOT** be delinquent in State and/or Federal licensing and filings.

If CDBG-CV funds are awarded to a business, the business must meet the following requirement:

- Business will create/retain at least **one full-time or full-time equivalent (40 hours/week) low or moderate-income permanent job (LMI Job) within 12 months.** Moderate-income means less than or equal to 80% of the Area Median Income (AMI). See Section 4 of the application for income and details on how to meet the HUD National Objective for jobs.
- If business is retaining LMI job(s) – business must demonstrate clear objective evidence that permanent LMI job(s) would be lost without CDBG-CV assistance.

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

V. Terms

Loan will be forgiven over a two-year period as the business meets the required LMI job creation/retention requirement as outlined in the written agreement.

VI. Eligible Uses (CDBG-CV funds can be used for):

- Rent Mortgage
- Utilities
- Payroll
- Other operating expenses

VII. Ineligible Uses (CDBG-CV funds cannot be used for):

- Loan Payments to Small Business Assoc. (SBA)
- Governmental Uses or Expenses
- Political Activities Personal Property Savings

VIII. Application Process

Applicants must complete and submit a funding application to Self-Help Enterprises (SHE). Applications will be reviewed on a first-come, first-eligible served basis. All required supporting documentation **MUST** be submitted with completed application in order to be considered for CDBG-CV funding.

Applicants will be notified of their application's approval or rejection and funding amount, by



Self-Help Enterprises staff. Amount of funding awarded to a business will be based on need. Once program funding is exhausted, other qualified applicants will be placed on a waiting list if/when additional funds become available.

****REQUIRED DOCUMENTS****

You will not be able to leave and return to your application. Ensure you have the following documents ready to upload before beginning this form:

- (1) Business License**
- (2) Proof of Insurance**
- (3) Financial Statement that includes (a) Income Statement, (b) Balance Sheet, (c) Statement of Cash Flows**
- (4) Current signed IRS Tax Return**

You will also need the following information to fill out the form: DUNS number, and Tax ID/EIN

IX. Review Process

The following priorities will be considered when awarding funds:

- The business provides jobs to low-income individuals.
- The number of jobs that the business sustains during a normal business cycle (pre COVID-19 levels).
- The business demonstrates that it has lost a significant share (50% or more) of revenue due to the COVID-19 pandemic.
- The business demonstrates a strong chance of remaining open post COVID-19.
- The business has operated consistently for two years.
- Duplication of benefits statement
- Ethnicity/race demographics for federal reports
- Documentation of all client expenses
- All eligibility criteria has been met.

X. Nondiscrimination and Inclusion

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

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

XI. Outreach and Marketing

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age,



ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

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

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

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

XII. Required Reports

A. Financial Reports

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

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

A. Program Reports

Monthly program reports shall include the following items:



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

Please submit financial and program reports to Happy Bains hbains@livingstoncity.com by the 10th of each month.

B. RECORD KEEPING

1. Client files must contain the following items:
 - a. Intake application
 - b. Current proof of income for ALL household members 18 and older *or* primary client presumed LMI supporting documentation
 - c. Proof of hardship related to COVID-19
 - d. Duplication of benefits statement
 - e. Ethnicity/race demographics for federal reports
 - f. Documentation of all client expenses
 - g. Business assistance use of funds documentation

C. Retention Period

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

Guidelines and Application are available at: www.selfhelpenterprises.org

**Complete applications should be submitted to:
Self-Help Enterprises
CovidRelief@selfhelpenterprises.org or
P.O. Box 6520, Visalia, CA 93291**

Questions should be directed to Ashley Young, Manager, (559) 802-1273 or ashleyy@selfhelpenterprises.org





CDBG-CV Small Business Stabilization Loan Application

1. BUSINESS INFORMATION

Business Name: _____
 Business Owner Full Name: _____
 Business Address: _____
 City/ State/ Zip: _____
 Business Owner Address: _____
 City/ State/ Zip: _____
 Business Phone: _____ Email Address: _____
 Website: _____ Contact Phone: _____
 Type of Business (please list usual activities): _____

Are you an Independent Contractor? Yes No
 Does the business own or lease the building it occupies? Yes No
 Was your business forced to shut down due to COVID-19? Yes No
 Is the business veteran owned? Yes No
 Is the business minority owned? Yes No
 Is the business women owned? Yes No

Business License# _____ Start Date: _____
 Tax ID#/EIN # _____ DUNS#: _____

The DUNS# is required for all federally funded programs. Obtaining a DUNS number is free. Obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform>. If awarded funds, you must also register your business with SAM.GOV. This is a free service. Please create a user login and follow the steps to register the business with SAM.GOV. **Registration is required.*

FUNDING REQUEST: \$ _____ (The maximum is \$35,000)
Grant requests may not be fully funded due to availability and/or the approved grant expenses.)
How did you hear about this program: _____

Organizational Structure (check one):

- Sole Proprietorship
- Corporation
- General Partnership
- Limited Liability Company (LLC)
- Limited Partnership (LP)
- Limited Liability Partnership (LLP)
- Other:



2. ESTIMATED ADVERSE ECONOMIC IMPACT (Pre February 1, 2020 and Post February 1, 2020):

- a. How has your business been impacted by COVI D-19? (Example: Sales decline in dollars, walk in traffic, etc.)

- b. Describe what adverse economic effects COVID-19 has had on your business to date.

- c. What is your recovery plan?

- d. Is the owner of the business also an employee of the business?

- e. How many full-time (FT) and part-time (PT) employees did you employ prior to COVID-19? (Pre-February 1, 2020). Owner included if an employee of the business.

- f. How many full-time (FT) and part-time (PT) employees do you currently employ? How has this number changed? (Post February 1, 2020) Owner included if an employee of the business.

- g. Proposed number of full-time (FT) and part-time (PT) positions that will be created or retained with CDBG-CV funds. FT ____ PT ____ (include the owner if an employee of the business)

- h. Will you be retaining or creating a Full Time equivalent (FTE) job with these loan funds? (Full time equivalent job is any one employee working 40 hours or multiple employees working a total of 40 hours - the owner can be included in this number if he/she is an employee of the business)
 - 1. Job title(s): _____
 - 2. List special skills or education required for each position. _____
 - 3. Expected time needed to hire (number of days following receipt of funds): _____
 - 4. Hourly Rate: _____
 - 5. Average hours per week per employee: _____
 - 6. How/where will the position be advertised? _____
 - 7. Is this position held by the owner? Yes No
 - 8. Notes you would like to provide for consideration. _____



4. MEETING THE JOBS REQUIREMENTS

All CDBG-CV-funded activities must create or retain **Low or Moderate Income (LMI) Jobs** - jobs that are held by or made available to low and moderate- income (LMI) persons. HUD defines LMI person whose earnings are less than 80% of the area median income by family household size. **See Income Limit Chart at bottom of this page.**

The applicant must satisfy the following LMI job objectives of the CDBG-CV program:

Low or Moderate Income (LMI) Job - The business must **create or retain** permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LIM person.

The following requirements must be met for jobs to be considered created or retained.

1. If a Business **creates jobs**, there must be documentation (Employee Certification Form) indicating that at least 51 percent of the jobs will be held by or made available to, LMI persons.
2. If a Business **retains jobs**, there must be sufficient information documenting that the jobs would have been lost without the CDBG-CV assistance and that one or both of the following applies to at least 51 percent of the jobs:
 - The owner of the business is a LMI person (Employee Certification Form Required at award); or
 - The job is held by a LMI person (Employee Certification Form); or
 - The job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by or made available to a LMI person.

The following requirements apply for jobs to be considered **available** to or held by LMI persons.

1. Created or retained jobs are only considered **available** to LMI persons when:
 - Special skill that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
 - The grantee and the assisted business take action to ensure that LMI persons receive first consideration for filling such jobs.

Income Limit Chart:

HUD 80% AMI limits, per household size, for Kern County, California			
1 person ≤ \$39,150	2 person ≤ \$44,750	3 person ≤ \$50,350	4 person ≤ \$55,900
5 person ≤ \$60,400	6 person ≤ \$64,850	7 person ≤ \$69,350	8 person ≤ \$73,800



5. DISCLOSURE ASSURANCES AND SIGNATURES

Applicant agrees that the acceptance of this application does not commit the City to enter into an agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiations, or to contract for the project. Further, the acceptance of this application does not constitute an agreement by the City that any contract will be entered into by the City. The City expressly reserves the right to reject any or all applications or to request more information from the applicant.

The applicant also agrees that the City will only consider funding for an application that has been completed in full, met all eligibility requirements and has attached all supporting documentation. Applicant hereby certifies that all information contained in this document and any attachments is true and correct to the best of the applicant's knowledge.

The City, the Comptroller General of the United States, or any duly authorized representatives, will have access to any books, documents, papers and records that are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts, and transcripts. All records supporting the costs will be maintained for a period not less than 5 years following completion of the program agreement period, agreement termination, or default, whichever shall first occur.

No person who is an employee, agent, consultant, officer, appointed official, or elected official of the City of Livingston who exercises or has exercised any functions or responsibilities with respect to CDBG-CV activities, or is in a position to participate in a decision-making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit, or have interest in any program assistance, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Hiring or retaining a LMI job is a condition of receiving CDBG-CV funding and must be created/retained prior to award of funds. Recipient of funds will be required to report monthly for a one-year period after the job creation/retention has occurred. The Written Agreement will further outline CDBG-CV requirements during the one-year period. A recipient will be required to repay CDBG-CV funds if LMI job creation/retention is not fulfilled within the one-year period.

I UNDERSTAND AND BY SIGNING, AGREE:

All information I have provided in this application is true and correct to the best of my knowledge. I agree to notify you promptly in writing upon any material change in the information provided herein. You are authorized to make such inquiries, as you deem necessary and appropriate to verify the accuracy of this application.

I also agree to comply with nondiscriminatory employment practices and Affirmative Action Programs under Title VI and Section 112 of the Civil Rights Act of 1964 and applicable provisions of federal statutes and regulations concerning equal employment opportunity laws and civil rights laws, and the provisions of the Americans with Disabilities Act. Grant recipients must give equal consideration to all qualified job applicants and treatment of employees without regard to race, color, religion, sex (including pregnancy, gender identity and sexual orientation) national origin, age (40 or older), disability.

Signature - Business Owner

Date

Signature - Business Owner

Date

STAFF REPORT

AGENDA ITEM: Council Authorize the Reclassification of a Vacant Administrative Analyst Position to Accountant I

MEETING DATE: January 19, 2021

PREPARED BY: Vanessa L. Portillo, Finance Director

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that City Council authorize the reclassification of a vacant Administrative Analyst position in the Finance Department to an Accountant I position to provide support with technical tasks in the department.

BACKGROUND:

In November 2020, the Administrative Analyst position in the Finance Department became vacant. At this point, the Finance Department conducted a needs assessment to ensure tasks were assigned adequately.

Based on the department's needs, it was determined that an Accountant position would provide the technical background needed to assist with current and future demands. The Accountant position will be able to assist the Finance Department with tracking, reviewing, and reconciling financial data for the timely processing of financial reports and projections.

FISCAL IMPACT:

Reclassifying the vacant Administrative Analyst position to an Accountant position will produce savings of approximately \$2 thousand.

ATTACHMENTS

1. Resolution Authorizing the Reclassification of a Vacant Administrative Analyst Position to Accountant I

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE RECLASSIFICATION OF A VACANT ADMINISTRATIVE
ANALYST POSITION TO ACCOUNTANT I**

WHEREAS, the City Council approved the Fiscal Year 2020/21 annual budget and staffing levels in September 2020; and

WHEREAS, an Administrative Assistant position became vacant in November 2020; and

WHEREAS, the department conducted a needs assessment and concluded an Accountant position would provide the support needed in the department; and

WHEREAS, a reclassification of the vacant Administrative Analyst position to Accountant I is requested; and

WHEREAS, Reclassifying the vacant Administrative Analyst position to an Accountant position will produce savings of approximately \$2 thousand; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston hereby approves the reclassification of the vacant Administrative Analyst position to an Accountant and authorizes the Finance Department to make the necessary budgetary adjustments.

Passed and adopted this 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Juan Aguilar, Jr., Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Livingston this 19th day of January, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

STAFF REPORT

AGENDA ITEM: Consider Adoption of a Resolution Appointing Jason Roth as Regular Member to the Planning Commission and Direct Staff to Advertise for Interested Residents to Serve on the Planning Commission.

MEETING DATE: January 19, 2021

PREPARED BY: Randy Hatch, Contract City Planner

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council to Consider:

- Resolution 2021-__, appointing Jason Roth as a regular member to the Planning Commission;
- Direction to staff to advertise for 45 days for interested residents to serve on the Planning Commission.

BACKGROUND AND DISCUSSION:

The terms of Planning Commission Chair Robert Wallis, Commissioner Ranjeet Jhutti, and Alternate Commissioner Jason Roth all ended December 31, 2020. All three of these members served with distinction and expressed to staff a desire to continue to serve on the Planning Commission. This topic was discussed at the City Council meeting of January 5, 2021. This discussion included that a practice of the City was to appoint an existing Alternate Commissioner to the Planning Commission as a regular member when a vacancy occurred and the Alternate Commissioner was interested in continuing to serve. As noted above, Alternate Commissioner Jason Roth has expressed a desire to continue to serve Livingston as a regular member of the Planning Commission. The City Council directed staff to place on the next City Council Agenda the possible appointment of Jason Roth as a regular Planning Commissioner and further to place the formal direction to staff to advertise for the remaining regular member vacancy and the alternate member vacancy of the Planning Commission. This Agenda item accomplishes that Council direction. Further, staff recommends to advertise for 45 days. All three Commissioners will continue serving on the Planning Commission until new appointments have been made.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 2021-__
2. Roster of Planning Commission Members

RESOLUTION 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPOINTING JASON ROTH AS A REGULAR MEMBER TO THE
PLANNING COMMISSION**

WHEREAS, Jason Roth's term as an alternate member on the Planning Commission expired on December 31, 2020; and

WHEREAS, the City Council, at their regular meetings of January 5, 2021, and January 19, 2021, discussed their options to fill vacancies on the Planning Commission; and

WHEREAS, Jason Roth is interested in serving as a regular member on the Planning Commission; and

WHEREAS, this action is ministerial and not subject to the California Environmental Quality Act (CEQA).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston does hereby appoint Jason Roth to the Planning Commission for a regular 4-year term expiring on December 31, 2024.

Passed and adopted this 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar, Mayor
of the City of Livingston

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 19th day of January, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston



**CITY OF LIVINGSTON
PLANNING COMMISSION MEMBERS**

CHAIR ROBERT (BOB) WALLIS

Cell: (818) 456-8593

rwallis@livingstoncity.com

Term Expires 12/31/2020

VICE-CHAIR FRANCISCO MENDOZA-GONZALEZ

Cell: (209) 398-9042

Kings_ever2004@yahoo.com

Term Expires 12/31/2021

COMMISSIONER RANJEET JHUTTI

Cell: (408) 334-3764

rjhutti@livingstoncity.com

Term Expires: 12/31/2020

COMMISSIONER STEVE BASSI

Cell: (209) 678-5233

sbassi@livingstoncity.com

Term Expires 12/31/2022

COMMISSIONER ADANAN BATH

Cell: (209) 408-5304

abath@livingstoncity.com

Term Expires 12/31/2023

ALTERNATE COMMISSIONER JASON ROTH (1)

Cell: (209) 756-7018

jroth@livingstoncity.com

Term Expires 12/31/2020

ALTERNATE COMMISSIONER WAPINDER S. KANG (2)

Cell: (209) 485-3534

wkang@livingstoncity.com

Term Expires 12/31/2022

COMMISSION SECRETARY RANDY HATCH

Phone: (209) 394-5510, Ext. 123

rhatch@livingstoncity.com

COUNCIL LIAISON MARIA BAPTISTA-SOTO

Cell: (209) 761-4453

mbaptista-soto@livingstoncity.com

Term Expires 11/2024

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Livingston Establishing the City of Livingston Code of Conduct for City Council Members and Appointed Public Officials

MEETING DATE: January 19, 2021

PREPARED BY: Juan Aguilar, Jr., Mayor
Jose Antonio Ramirez, City Manager
Jose M. Sanchez, City Attorney

REVIEWED BY: Jose Antonio Ramirez, City Manager
Jose M. Sanchez, City Attorney

RECOMMENDATION:

Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Livingston Establishing the City of Livingston Code of Conduct for City Council Members and Appointed Public Officials

BACKGROUND:

Currently, the City of Livingston does not possess an adopted Code of Conduct or Code of Ethics for its Elected Public Officials or Appointed Board and Commission Members.

DISCUSSION:

A code of conduct is intended to be a beneficial measure to assist in building and maintaining public trust and confidence in public officials. By providing clear standards to operate by and within, a code of conduct can assist in ensuring that all public officials of the City conduct themselves with the highest levels of civility and respect, which in turn, helps ensure the City's governance is not unnecessarily impeded or stalled due to lack of civility.

The proposed City of Livingston Code of Conduct ("Code") applies to each Council Member, Elected Officer, and Appointees to the City's Boards and Commissions ("City Officials"). The Code outlines key areas of conduct and ethical standards that each City Official shall hold themselves and their colleagues accountable to. The Code is not intended to silence dissent or differing opinions but rather outlines decorum and ethical standards to foster productive dialogue even when there are disagreements.

Additionally, the Code stresses the ethical commitment of each City Official to promote the betterment of the City of Livingston.

ATTACHMENTS:

1. Resolution No. 2021-___

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON ESTABLISHING
THE CITY OF LIVINGSTON CODE OF CONDUCT FOR CITY COUNCIL MEMBERS AND
APPOINTED PUBLIC OFFICIALS**

WHEREAS, the City of Livingston currently does not possess a Code of Conduct for its City Council Members, Elective Officers, and Appointees to its Boards and Commissions (“City Officials”); and

WHEREAS, the City believes its residents and businesses are entitled to a fair, ethical, and accountable City government; and

WHEREAS, a code of conduct is intended to be a beneficial measure to assist in the building and maintenance of public trust and confidence in City Officials and City government; and

WHEREAS, the proposed City of Livingston Code of Conduct (“Code”) applies to each City Official and outlines key areas of conduct and ethical standards that each City Official shall hold themselves and their colleagues accountable to; and

WHEREAS, the Code is not intended to silence dissent or differing opinions but rather outlines decorum and ethical standards to foster productive dialogue even when there are disagreements; and

WHEREAS, the City intends for the Code to assist in fostering a productive, accountable, and ethical City government.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Livingston does hereby approve of the City of Livingston Code of Conduct attached hereto as “Exhibit A.”

Passed and adopted this 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar, Jr., Mayor
of the City of Livingston

ATTEST:

I, hereby certify, that the foregoing Resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 19th day of January, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

EXHIBIT A

CITY OF LIVINGSTON CODE OF CONDUCT

PREAMBLE

The residents and businesses of the City of Livingston (“City”) are entitled to a fair, ethical, and accountable City government. Such a government requires that a City Official:

- Comply with both the letter and the spirit of all laws and policies affecting operations of the City.
- Be independent, impartial, and fair in their judgment and actions.
- Use their public office for the public good, not for personal gain.
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the City Council has adopted this Code of Conduct to build public confidence in the integrity of the City’s Elective and Appointed Officials and ensure the fair and effective operation of the City’s government.

Elected and Appointed Officials shall agree to and sign this Code of Conduct at the time of their appointment to public office.

CODE OF CONDUCT

Each City Council Member, Appointee, and Board/Commission Member (each a “City Official,” collectively “City Officials”) shall adhere to the following principles:

1. Act in the Public Interest.

Recognizing that stewardship of the public interest must be their principal concern, a City Official shall work for the common good of the City and not for any private or personal interest and shall endeavor to treat all persons, claims, and transactions in a fair and equitable manner.

2. Comply with All Laws, Regulations, and City Policies.

A City Official shall comply with the laws of the United States, the State of California, and the City in the performance of their public duties. These laws include but are not limited to: the United States and California constitutions, the Political Reform Act, the Brown Act, the City of Livingston Municipal Code, and City ordinances and policies.

3. Conduct Business in a Manner that is Respectful.

A City Official shall refrain from abusive conduct, verbal attacks upon the character or motives of other members of the City Council, Boards, Commissions, Committees, staff, and the public.

4. **Respect the Processes Established by the City Council.**

Duties shall be performed in accordance with the processes and rules of order established by the City Council.

5. **Fully Participate in Public Meetings when Present.**

A City Official shall inform themselves of public issues, listen attentively to public discussions before the body, and focus on the business at hand.

6. **Make Decisions Based on Merit.**

A City Official's decision shall be based upon the merits and substance of the matter at hand.

7. **Communicate Openly and Respectfully.**

A City Official shall publicly share substantive information that is relevant to a matter under consideration that they received from sources outside of the public decision-making processes. When disagreements or differing opinions arise, a City Official shall present their disagreement or opinion in a professional manner.

8. **Disclose Knowledge of Corruption.**

Each City Official shall take an oath upon assuming office, pledging to uphold the constitution and laws of the City, state, and federal government. As part of this oath, a City Official commits to disclosing to the City Council, City Attorney, and/or City Manager any behavior or action that may qualify as corruption, abuse, fraud, bribery, or other violations of the law.

9. **Conflict of Interest.**

In order to assure their independence and impartiality on behalf of the public good, a City Official shall not use their official position to influence government decisions in which they have a financial interest as defined and stipulated by the Political Reform Act, or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable state laws, regulations, or Attorney General Opinions.

10. **Not Accept Gifts or Favors that are Not Available to the Public.**

A City Official shall not take advantage of services or opportunities for personal gain by virtue of their public offices that are not available to the public in general. They shall refrain from accepting gifts, favors, or promises of future benefits that might compromise their independent judgment or action or give the appearance of being compromised.

11. Confidential Information.

A City Official shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal financial or private interests.

12. No Representation of Third Party Private Interests.

In keeping with their role as stewards of the public's trust, a City Official shall not appear on behalf of the private interests of a third-party before the City Council or any board, commission or committee or proceeding of the City, unless expressly permitted to do so by law.

13. Representatives of the City of Livingston.

A City Official is a representative of the City of Livingston, and when in public, shall conduct themselves in a professional and respectful manner. To the best of their ability, a City Official shall represent the official policies and positions of the City Council. When presenting personal opinions or positions, a City Official shall explicitly state that those personal opinions or positions do not represent the Council or the City.

14. Refraining From Improper Influence.

A City Official shall refrain from using their position to improperly influence the deliberations or decisions of the Council, City staff, boards, commission, or committees.

15. Council-Manager Form of Government.

City Officials shall respect and adhere to the Council-Manager form of government of the City.

16. Promotion of a Positive Environment.

City Officials shall support the maintenance of a positive and constructive environment for residents, businesses, and City employees.

17. Implementation.

These standards shall be included in the regular orientations for City Officials. All members shall sign a statement affirming they read and understand the City's Code of Conduct.

18. Compliance and Enforcement.

Each City Official has the responsibility to adhere to and hold their colleagues accountable regarding this Code of Conduct, recognizing that the ethical standards established herein are

essential to building and maintaining the public's confidence in the integrity of City government.

This Code of Conduct shall be considered to be a summary of ethical conduct required of City Officials.

I affirm that I have read and understand the City of Livingston Code of Conduct.

Signature

Date

3667400.1



Delegate Agreement

One Voice 2021

May 4 – 7, 2021

The purpose of the Merced County Association of Governments One Voice program is to develop a shared platform of projects and issues of regional significance that serves as the foundation for a federal advocacy effort.

The goals of the program are to:

- Communicate the region's legislative priorities clearly and succinctly;
- Communicate the need for additional federal funding for local projects;
- Advocate for legislation or policy changes that will benefit the region.

In order to accomplish these goals, a delegation of community leaders from throughout the region come together as a unified voice to communicate key messages to legislators, federal agencies and staff in Washington, DC. The platform and unified message are developed through a coordinated and collaborative process that involves delegates, staff from local jurisdictions, partner agencies and community organizations.

To participate in this federal advocacy effort, delegates are required to:

- commit to the goals of the program,
- regularly attend planning and debrief meetings,
- participate in all scheduled appointments during the two-day itinerary, including group dinner events (no-shows will be invoiced for the cost of their meal),
- only communicate shared messages developed through the collaborative planning process,
- respect the roles of the designated speakers and refrain from presenting information other than the agreed upon platform, projects and messages during the two days dedicated to the trip,
- avoid using your cell phone at meetings (if you must take a call please step out),
- refrain from using the "One Voice" name to promote issues that are not part of the shared platform,
- dress appropriately for meetings; business casual,
- clearly indicate whether you are willing and able to attend in-person advocacy meetings in Washington D.C.

To confirm your participation as a 2021 One Voice trip delegate, please sign and return this agreement by **December 31, 2020**. By signing this document, you agree to comply with the intent and procedures of the One Voice trip and will participate according to the statement above.

Delegate Signature

Date

Print Name



One Voice 2020

Adopted Platform

Transportation

- Seek funding opportunities for the Atwater-Merced Expressway Phase 1B.
- Support expanded passenger rail service to Merced County through funding for Amtrak, Altamont Corridor Express (ACE), and High-Speed Rail construction.
- Identify funding opportunities that support the relocation of the Los Banos airport.
- Seek funding sources for Pioneer Road widening construction.
- Seek federal support and funding resources for the establishment of quiet zones along intercity railroad lines.

Economic Development

- Advocate for the stay of FCC rules infringing on local municipalities' ability to oversee the safe installation of wireless infrastructure on publicly owned property.
- Investigate and discuss public art and beautification programs.
- Support legislation amending the Opportunity Zone Program, including how census tracts are included, substituted, or removed from the Program.
- Seek federal support and resources for the expansion of rural broadband infrastructure.
- Seek federal funding for the development of a regional electric aviation initiative.

Public Safety

- Seek public safety capital project, personnel, and equipment funding opportunities.

Homelessness/Housing

- Explore potential housing programs for homeless individuals as well opportunities aimed at the development of affordable housing projects.
- Seek active support of federal officials in reducing the regulatory constraints embedded in the provision of affordable and/or temporary housing.
- Support the development of long-term federal funding to support ongoing local programs that address homelessness.

Natural Resources

- Explore programs available to local jurisdictions related to the implementation of sustainable water use and water table recharge.
- Seek resources to improve storm drain infrastructure in aging downtown cores.
- Explore funding opportunities to replace local water and sewer infrastructure.
- Advocate for federal resources dedicated to addressing the region's reliable supply, storage, and delivery of quality drinking water.

Recreational Facilities

- Explore programs and funding opportunities related to the rehabilitation and restoration of historic buildings.
- Seek funding to develop and/or rehabilitate community recreational facilities.



January 12, 2021

Monica Cisneros
City of Livingston
1416 "C" Street
Livingston, CA 95334

**RE: REVISED: APPOINTMENT TO THE GOVERNING BOARD OF
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL
DISTRICT – MERCED CITY SEAT**

Dear Monica Cisneros:

**Due to mail delays, we were just notified of an additional applicant.
Please disregard the version of this letter dated January 8, 2021.*

There is currently a vacancy on the San Joaquin Valley Air Pollution Control District (District) Governing Board that must be filled by a Councilmember from a “small” city within Merced County. Pursuant to the Health and Safety Code Section 40600.5, appointments to the District Governing Board will be made by the San Joaquin Valley Special City Selection Committee (Committee). According to the procedures adopted by the Committee, the next step in the appointment process is for all cities within Merced County to select a candidate from the applicants for the vacant position, as follows:

- **Councilmember Deborah Lewis, City of Los Banos**
- **Councilmember Dennis Brazil, City of Gustine**
- **Councilmember Fernando Echevarria, City of Merced**

Your City Council must hold a vote to either nominate one of the applicants listed above to the Committee for appointment to the District Governing Board, or reject all applicants. The vote must take place as an item on your City Council’s publicly noticed agenda, and be discussed during your regularly scheduled City Council meeting. Attached is a sample resolution for your consideration. Also attached is a copy of the proposed candidates’ applications.

January 12, 2021

REVISED: APPOINTMENTS TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR
POLLUTION CONTROL DISTRICT – MERCED CITY SEAT

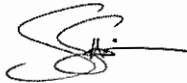
Page 2 of 2

In order for your city's vote to be counted towards nomination to the Committee, you must return a copy of your City Council Resolution on this matter to the District by **January 22, 2021**, to the following address:

Samir Sheikh
Executive Director/APCO
San Joaquin Valley Unified APCD
1990 E. Gettysburg Avenue
Fresno, CA 93726

Thank you in advance for your timely action on this matter. If you have any questions, please call me at (559) 230-6036.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Sheikh', with a horizontal line extending to the right.

Samir Sheikh
Executive Director/APCO

Attachments:

- Sample Resolution (1 page)
- Deborah Lewis Candidate Application (1 page)
- Dennis Brazil Candidate Application (2 pages)
- Fernando Echevarria Candidate Application (2 pages)

SAMPLE RESOLUTION

WHEREAS, Health and Safety Code Section 40600.5 created a Special City Selection Committee for the appointment of city members of the San Joaquin Valley Air Pollution Control District (District) Governing Board, and

WHEREAS, The Special City Selection Committee has adopted procedures and a rotation schedule for making their appointments, and based upon the adopted rotation schedule a city council member representing a city with a population of less than 100,000 from Merced County shall be appointed to the District Governing Board, and

WHEREAS, In selecting a nominee for appointment by the Special City Selection Committee to the District Governing Board, the City Council considered the application materials from the eligible candidates, and

WHEREAS, The vote to select a nominee took place as an item on the publicly noticed agenda and was discussed during the normal city council meeting with time for public comment.

NOW, THEREFORE, BE IT RESOLVED that the City of *(city name here)* nominates *(candidate name here)* to the Special City Selection Committee for appointment to the District Governing Board.

ADOPTED by the City of _____ on this Date _____

AYES:
NOES:
ABSENT:

Council President

ATTEST:

City Clerk

By _____



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE
ON GOVERNING BOARD OF
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Current Vacancies

Small City: One member representing the cities with a population less than 100,000 from Merced County. Councilmembers from Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced are eligible to apply.

If you are an elected official on the council of the cities identified above, you may submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

Applicant Name:	Deborah Lewis	
Residence Address (Must live within the boundaries of the San Joaquin Valley APCD):	1639 W. I ST., Los Banos, CA 93635	
Mailing Address:	520 J ST, Los Banos, CA 93635	
Telephone:	(209) 827-7000	()
	Primary	Alt.
Email Address:	deborah.Lewis@losbanos.org	
Applicant Signature:		Date: 12-16-20

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you desire to be considered to the address below. **Please limit candidate statement to no more than one page.** Please complete this application and return it by **January 7, 2020:**

Samir Sheikh
Air Pollution Control Officer
San Joaquin Valley APCD
1990 E. Gettysburg Avenue, Fresno, CA, 93726
Or send via email to ExecOffice@valleyair.org



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE
ON GOVERNING BOARD OF
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Current Vacancies

Small City: One member representing the cities with a population less than 100,000 from Merced County. Councilmembers from Cities of **Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced** are eligible to apply.

If you are an elected official on the council of the cities identified above, you may submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

Applicant Name:	DENNIS BRAZIL	
Residence Address (Must live within the boundaries of the San Joaquin Valley APCD):	1080 STEELE AVE	
Mailing Address:		
Telephone:	(209) 769-8853	() Alt.
Email Address:	DENNIS9599@ATT.NET	
Applicant Signature:	<i>Dennis Brazil</i>	Date: 1-7-21

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you desire to be considered to the address below. **Please limit candidate statement to no more than one page.** Please complete this application and return it by **January 7, 2020:**

Samir Sheikh
Air Pollution Control Officer
San Joaquin Valley APCD
1990 E. Gettysburg Avenue, Fresno, CA, 93726
Or send via email to ExecOffice@valleyair.org

Application for as a City Representative for San Joaquin Valley Air District

Small City

Thank you for the opportunity to apply for the open seat on the board. With may past 4 years (2012-2016) of being on the board, I believe I would bring Knowledge and Experience to the Board and the District.

I look forward to hearing back from you.

Thank you,

Dennis Brazil

- City of Gustine Mayor 2010-2016
- San Joaquin Valley Board Member 2012-2016
- Environmental Justice Advisory Group 2020-Current day
- Board President of West Ambulance 2019-Current Day
- City of Gustine City Council 2020-Current Day
- Operations Manager for 28 Years 1991-2019 Retired



APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE
ON GOVERNING BOARD OF
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Current Vacancies

Small City: One member representing the cities with a population less than 100,000 from Merced County. Councilmembers from Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced are eligible to apply.

If you are an elected official on the council of the cities identified above, you may submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

Applicant Name: FERNANDO ECHEVARRIA	
Residence Address (Must live within the boundaries of the San Joaquin Valley APCD): 726 R ST. MERCED CA. 95341	
Mailing Address: 726 R ST. MERCEN CA. 95341	
Telephone: (209) 261-4124 Primary	(209) 385-6212 Alt.
Email Address: echevarria@cityofmerced.org	
Applicant Signature: 	Date: 1-5-21

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you desire to be considered to the address below. **Please limit candidate statement to no more than one page.** Please complete this application and return it by **January 7, 2020**:

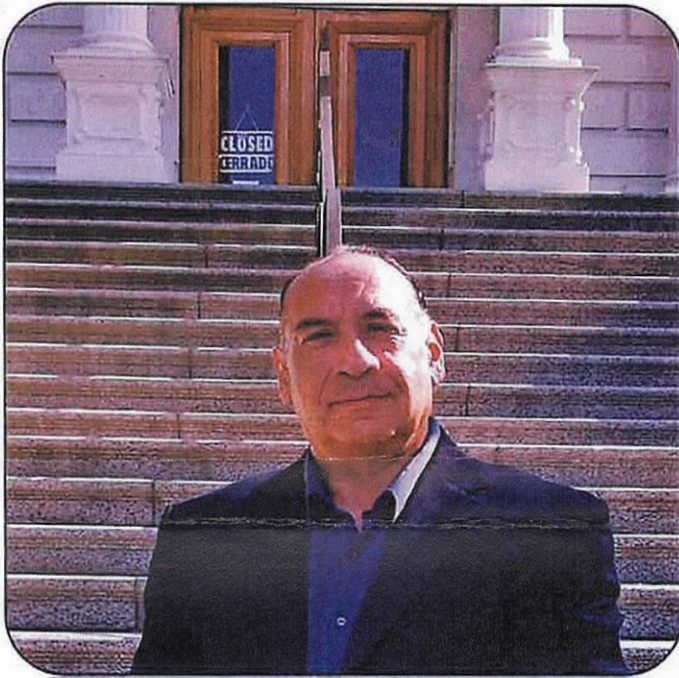
Samir Sheikh
Air Pollution Control Officer
San Joaquin Valley APCD
1990 E. Gettysburg Avenue, Fresno, CA, 93726
Or send via email to ExecOffice@valleyair.org

VOTE



FERNANDO

ECHEVARRIA



Merced

City

Council

DISTRICT 2

Experience in law enforcement for 10 years in public and private, 10 years with Merced County Health Dept., former employee of Merced City School District and Atwater Elementary School District.

An advocate for Public Safety, working on the infrastructure, for helping in bringing more retail business to South Merced, for providing the youth of South Merced with more resources.

Contact Phone, Cell # **(209) 639-9138**

Treasurer Earl Brewer, Jr, Secretary Kenny Roberts

FPPC#1400835